



Allegro User Agreements all-in-one

Allegro Group 2016

<u>Allegro User Agreement</u>	2
<u>Appendix no. 1. Forbidden and restricted items</u>	23
<u>Appendix no. 2. Rules on creating Transaction description</u>	27
<u>Appendix no. 3 Policy on technical breaks and compensation for technical failures</u>	30
<u>Appendix no. 4 Fees and commissions</u>	32
<u>Appendix no. 5. Rules on creating “About me” page</u>	49
<u>Appendix no. 6. Privacy protection policy</u>	50
<u>Appendix no. 7. Junior account principles</u>	53
<u>Appendix no. 8: Terms and Conditions of PayU service for Allegro</u>	54
<u>Terms and Conditions of Allegro Shops</u>	66
<u>Terms and Conditions of Allegro Standard</u>	73



Allegro User Agreement

Table of contents

- I. GENERAL PROVISIONS
 - Article 1. DEFINITIONS
 - Article 2. TERMS AND CONDITIONS OF PARTICIPATION IN ALLEGRO
- II. TRANSACTIONS
 - Article 3. TRANSACTION FORMATS
 - Article 4. FORBIDDEN ITEMS
 - Article 5. COMMENCING A TRANSACTION
 - Article 6. COURSE OF A TRANSACTION
 - Article 7. CONCLUSION OF AGREEMENT
 - Article 8. ROLE OF ALLEGRO
 - Article 9. FEES AND COMMISSIONS
 - Article 10. OTHER OBLIGATIONS OF USERS
 - Article 11. FEEDBACK SYSTEM
 - Article 12. INTERNATIONAL PLATFORMS
- III. TRANSACTION-RELATED SERVICES
 - Article 13. "ABOUT ME" PAGE
 - Article 14. OTHER SERVICES
- IV. FINAL PROVISIONS
 - Article 15. PRIVACY AND CONFIDENTIALITY
 - Article 16. CHANGES TO THE USER AGREEMENT
 - Article 17. AGREEMENT TERMINATION
 - Article 18. COMPLAINTS PROCEDURE
 - Article 19. GOVERNING LAW AND DISPUTES
 - Article 20. APPENDICES
 - Article 21. VALIDITY

I. GENERAL PROVISIONS

Article 1. DEFINITIONS

The following terms used in the User Agreement shall read as follows:

GRUPA ALLEGRO

Grupa Allegro Sp. z o.o. with its registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 182, entered into the Register of Entrepreneurs kept by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Department of the National Court Register under KRS number 0000268796, tax identification number NIP: 5272525995

ALLEGRO

an online transaction platform of an open character run by Grupa Allegro in the Polish language, where Transactions are carried out and other services related to the Transactions are provided, operated by Grupa Allegro in the allegro.pl domain, available also on other online portals administered by partners of Grupa Allegro.

ITEM



goods, services or rights which may be the subject of a Transaction in accordance with the User Agreement;

USER

an entity who received access to services provided on Allegro by Grupa Allegro hereunder

SELLER

a User offering Items for sale on Allegro regardless of a Transaction format;

BIDDER

a User who has placed a bid for an Item within the bidding process in a Transaction with bidding

BUYER

a User who takes actions to purchase or who purchases Items on Allegro regardless of a Transaction format

TRANSACTIONS

procedures for entering into contracts of sale for Items defined in the Art.3 hereof: "Transaction Formats".

ACCOUNT

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

REGISTRATION

procedure of setting up an Account

USER AGREEMENT

this Allegro User Agreement

Article 2. TERMS AND CONDITIONS OF PARTICIPATION IN ALLEGRO

2.1.

The allowed Users are natural persons of at least 18 years of age having full capacity to perform acts in law, legal persons and organisational units not having legal personality but being able to acquire rights and assume obligations on their own behalf. The allowed Users are persons of at least 13 years of age who are still not 18 years old in the scope in which they can acquire rights and assume obligations pursuant to the generally applicable provisions of law and subject to the Junior Account Principles being the [Appendix no. 7](#) hereto.

2.2.

In order to register, natural persons who do not pursue their business activity on Allegro should select one of 3 Registration methods:

- a. Full Registration that enables conclusion of a sale agreement. Natural persons willing to conduct Full Registration should complete their data before the first purchase or during Account Activation by giving their: name and surname, address of residence, including country and region (province), contact telephone number, e-mail address or additional names under which the registering person intends to act on Allegro (login) and password (Standard Accounts).



- b. Simplified Registration – consists in filling out the registration form by entering an e-mail address, date of birth and a selected password and by confirming the e-mail address in a matter specified in a message sent to the provided e-mail address;
- c. Simplified Registration with Facebook.com – consists in clicking the “Register with Facebook” button in the registration form and logging in on Facebook.com, which means giving consent to having one’s personal data retrieved from Facebook.com: date of birth and e-mail address, and then in setting an Account password using a form opened from a message sent to the above e-mail address.

2.3.

A person who has been authorised to carry out all the Registration-related activities as well as to perform all rights and obligations of the User on behalf of a natural person using Allegro in connection with this person’s business activity, a legal person, an organisational unit as referred to in Article 2.1., a general access pharmacy and an alcohol point of sale may register and represent such entities on Allegro. In order to register, such person shall fill out the registration form by entering a username (login) and a password to be used on Allegro as well as: name and surname, e-mail address, contact phone number, full business name of an entity to be registered, address of the entity’s registered office, including country and region (province). In addition, within a month from the Registration day, the person shall send a copy of documents confirming the above data (Business Account). The obligation to send copies of documents confirming the above data shall not apply to Users with the registered office in Poland who activated their accounts in full after Registration by making a quick online payment, a wire transfer or any other e-transfer.

a. In order to register a general access pharmacy, a licence to operate a general access pharmacy issued by the Province Pharmaceutical Inspector shall be attached to the documents referred to in this article and a link to the licence in the PDF format shall be placed on the “About me” page.

b. In order to register an alcohol point of sale, a licence to sell alcoholic beverages containing 4.5% to 18% alcohol, excluding beer, issued by an authorised body shall be attached to the documents referred to in this article. It is also necessary to request Grupa Allegro to grant the User Account a special status.

2.4.

After completing the registration form and confirming that the data specified therein is correct, a message shall be sent to the e-mail address provided therein, indicating a manner in which Registration should be confirmed and other information required by law. Upon confirmation of Registration, the registered entity and Grupa Allegro enter into an agreement, the subject matter of which is the provision of services by Grupa Allegro on Allegro on conditions set forth in the User Agreement. The agreement with a User who buys Items according to the rules laid down in Article 2.15. is entered into upon confirmation of the User’s e-mail address.

2.5.



Within 14 days from entering into the agreement referred to in Article 2.4., the User may rescind it without naming any reason. The terms and conditions applicable to agreement rescission, including a draft rescission form available to the User, are set forth in the Notes of Guidance enclosed hereto as Appendix no. 9. The User may not rescind the agreement if he has performed an activity on Allegro, of any kind, in particular if he has placed a bid, used the Buy it Now option or listed an Item.

2.6.

Grupa Allegro may make Registration or use of Allegro by the User contingent upon authentication of User's data referred to in Articles 2.2. and 2.3.. In the case of Business Accounts whose Users are obliged to send copies of documents confirming data provided thereon under Article 2.3., the failure to upload the required copies of documents or a negative verification of the data by Grupa Allegro makes it impossible to conduct the sale on Allegro using an Account with the Business Account status. If verification of documents uploaded during Registration has been positive, the Business Account will be distinguished with a special icon visible to all visitors of Allegro.

2.7.

Grupa Allegro creates for a correctly registered User an Account assigned to the username (login). As long as a User who has conducted Full Registration does not act as the Seller, he is not obliged to create his own login. In such case, the login is generated automatically as a sequence of characters. The User gains access to the Account after typing the username and password on Allegro (logging in). The User's login may be his e-mail address. A User who registered with Facebook or linked his Allegro account with the Facebook account may also log in with the Facebook Connect app.

2.8.

Logging in to Allegro via WebAPI and Facebook Connect has the same consequences as logging in directly on the Allegro website.

2.9.

The Account contains data provided by the User during Registration. If any of this data changes, the User shall immediately update it, using a relevant form available on an appropriate Allegro website. It is forbidden for the User to remove the data referred to in Articles 2.2. and 2.3. while benefiting from Allegro services and to give incomplete or untrue data. The User may not change the Account name (login) taken during Full Registration. A different e-mail address has to be assigned to every Account.

2.10.

A User who has conducted Simplified Registration but has not conducted Full Registration can use Allegro but may not conclude sale agreements. A User who has conducted Full Registration but has not fully activated the Account can use Allegro but has no access to Item listing functionalities. A User who has conducted Full Registration but has not fully activated the Account can leave feedback in the descriptive form and as an assessment of the course of transaction, but the feedback will only be visible to Transaction parties. Such User's feedback will become visible



to all Allegro Users and added to the general score in the feedback system if the User fully activates the Account within 90 days from the day he left the feedback.

2.11.

In order to access all the services provided on Allegro, the User has to complete Full Registration and fully activate the Account by selecting one of the four methods made available by Allegro:

a. Quick online payment - if the User has an account in one of the banks cooperating with Allegro and offering so-called “quick payments” and pays PLN 1.01, Allegro will fully activate the User’s Account. The payment will be returned in whole to the User’s bank account or recorded for the future costs of using Allegro (to an individual bank account assigned to an Account), subject to the User’s choice.

b. Paying for an item via PayU system – if the User has an account in one of the banks cooperating with Allegro and offering so-called “quick payments” and pays for an Item by electronic transfer using the PayU service, Allegro will fully activate the User’s Account.

c. Making a standard transfer or another electronic transfer – if the User has an account in one of the banks not cooperating with PayU or not offering so-called “quick payments” and pays PLN 1.01 PLN to a bank account specified by Grupa Allegro, Allegro will fully activate the User’s Account. The payment will be returned in whole to the User’s bank account or recorded for the future costs of using Allegro (to an individual bank account assigned to an Account), subject to the User’s choice.

If the Business Account User activated the Account in full via activation code sent in a letter or if the User’s registered office is outside Poland, then despite the full Account activation referred to above, the User receives access to all the services provided by Allegro upon sending copies of the documents referred to in Articles 2.1. and 2.6. and their positive verification by Grupa Allegro.

2.12.

The User may have more than one Account, however the Accounts cannot be used to carry out any activities that would infringe the provisions hereof. It is prohibited in particular:

a. to place bids in a Transaction using more than one Account,

b. to place bids in one’s own Transactions or Transactions of close relatives, persons living in the same household or other persons with which the User placing the bid is in such relations that may result in well-grounded doubts that the Parties act in agreement with the aim to affect a Transaction result infringing principles of law or good practice,



c. to register again in order to avoid payment of fees and commissions due for using Allegro,

d. to use other Accounts for skill bidding.

2.13.

The User cannot use other Users' Accounts or make his own Account available to other persons excluding the following cases:

a. making the Business Account available to persons duly authorised by the User to act on his behalf,

b. making the Standard Account available to the User's spouse by placing the spouse's data in a special form on condition that the User of the Standard Account has at least once used the PayU service or at least once settled a payment for Transaction-related services provided by Grupa Allegro.

The User who made his Account available under conditions presented above shall be held liable for all the actions taken on Allegro.

The User shall keep the password to the Account secret.

2.14.

The Accounts shall be non-transferable save that:

a. Business Accounts may be transferred on a different undertaking if the undertaking or its branch is sold.

b. a Standard Account may be transferred by the User to his/her spouse with Allegro consent.

2.15.

Grupa Allegro reserves the right to block the Account or prevent access to selected Allegro services temporarily if it has been determined that Account security is endangered. Grupa Allegro can make further use of the Account by the User conditional upon changing the access password to this Account. After changing the password, the User shall immediately receive access to the Account.

2.16.

A natural person of at least 18 years of age having full capacity to perform acts in law, a legal person and an organisational unit referred to in Article 2.1 may purchase Items without having to register. In such case, the selection of Items (placing them in the cart) needs to be followed by filling out an electronic form with: name and surname, e-mail address, shipping address and mobile phone number. The provided e-mail address must be confirmed by filling out a dedicated form with a code received by e-mail.

2.17.



It is forbidden to use the Account to act to the detriment of other Allegro Users.

II. TRANSACTIONS

Article 3. TRANSACTION FORMATS

3.1.

Acting as Allegro operator, Grupa Allegro enables Users to conclude agreements on the sale of Items on conditions set forth herein and for this purpose makes appropriate system tools available to Users. Grupa Allegro is not a party to agreements made between Users and does not ensure that Sellers and Buyers have a possibility to enter into and perform a sale agreement for a particular Item.

3.2.

The following Transaction formats can be listed on Allegro:

- a. Bidding Transaction, in which the Seller lists an Item in order to invite Users to place bids and conclude an agreement with a User who has offered the highest price (bidding); such Transaction may be only a Single-Item Transaction,
- b. Bidding Transaction with the additional Buy It Now option, in which, apart from participating in bidding, the Buyer may also use the Buy It Now option to buy the listed Item immediately at a price that is fixed and determined in advance by the Seller. The Buyer may use the Buy It Now option before the first bid is placed by the Bidder; such Transaction may only be a Single-Item Transaction. In the event the Seller sets a reserve price on conditions set forth in Article 3.4., the Buyer may use the Buy It Now option before a bid equal to the reserve price set by the Seller is placed by the Bidder,
- c. Transaction only with the Buy It Now option, in which a Seller lists an Item offering it at a price that is fixed and determined in advance; such Transaction may be both a Single-Item Transaction or a Multi-Item Transaction,
- d. Special Transaction which refers to a transaction listed only by Grupa Allegro or an entity authorised to list a Special Transaction pursuant to an agreement with Grupa Allegro,

3.3.

A Single-Item Transaction is listed to conclude only one sale agreement, while a Multiple-Item Transaction may result in several agreements.

3.4.

In Bidding Transactions, the Seller may set a reserve price, i.e. the lowest price at which the Seller is willing to sell the listed Item. The amount of a reserve price is not disclosed to Users until a Bidder offers a price that is equal to or higher than the reserve price. Bids lower than the reserve price shall not be taken into account while setting a Transaction outcome.

3.5.



Prices offered by Users (excluding Transactions with “reserve prices”) and other Transaction terms and conditions constitute public information available for everyone who visits Allegro.

3.6.

The aim of Transactions for the sale or rental of real estate, Transactions in “Holidays” category, Transactions in “Automotive” category in subcategories “Cars”, “Motorcycles and quads” (except for all subcategories containing new motorcycles and new quads), “Machines”, “Other vehicles and boats”, “Trails and Semitrails”, Transactions in “Services” category, Transactions in “Live animals” subcategory is not to conclude an agreement. Any actions taken by Users in such Transactions are not binding and the Transactions should be perceived as classified ads.

3.7.

The Transactions referred to in Article 3.6. cannot be Multi-Item Transactions.

3.8.

As regards Special Transactions, the Seller may limit access to a Transaction by offering participation only to invited Users or Users verified as to the meeting of criteria defined by the Seller or stipulated in applicable laws. Due to the special nature of such Transactions, for the purpose of their execution, the rights and obligations of Sellers or Buyers set forth in Transaction descriptions may be shaped otherwise than herein.

Article 4. FORBIDDEN ITEMS

4.1.

The Seller may not list Items trading of which infringes applicable provisions of law or rights of third parties (in particular copyrights and other intellectual property rights) as well as listing of which may be considered as infringing good practice.

4.2.

Regardless of the provisions set forth in Article 4.1., it is prohibited to list Items forbidden in Appendix no. 1 hereto.

4.3.

The Items referred to in Article 4.1. and 4.2. cannot be offered together with other Items as a free gift.

4.4

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

Article 5. COMMENCING A TRANSACTION

5.1.

In order to list an Item, the Seller should provide its description. To that end, the Seller should fill out a sale form available on an Allegro webpage. When creating a Transaction description, the Seller defines all the terms and conditions of an agreement between Users.

5.2.

When listing an Item, the Seller specifies a commencement date on which a Transaction description starts to be binding for the Seller and on which a Transaction is to be published by Grupa Allegro. If the date has not been specified, it shall be deemed that the Transaction description is binding for the Seller and published



immediately. By listing a Transaction, the Seller agrees to have it published for promotional purposes on Allegro.

5.3.

By listing an Item, the Seller declares that trade in the Item does not infringe any currently applicable provisions of law or the rights of third parties and that the Seller is authorised to conclude and perform the agreement for the purpose of which the Transaction has been commenced.

5.4.

Item description shall be reliable and complete and shall not mislead other Users, in particular as regards Item properties such as Item quality, origin, brand or manufacturer. Item description shall comply with applicable provisions of law, in particular it shall contain information required under certain circumstances, including information set forth in applicable consumer protection regulations. The User shall be held fully liable for the content of Transaction description, including for any mistakes or inaccuracies therein.

5.5.

A Transaction shall be listed in a category that is relevant for the type of Item in question.

5.6.

Transaction description may only contain information relevant for the Transaction. Detailed principles of creating a Transaction description, including Item description, photos uploading and additional options, have been set forth in Appendix no. 2 hereto.

5.7.

The Seller shall be bound by the content of Transaction description but may introduce changes thereto until the first bid has been placed. In the case of a Transaction with the Buy It Now option, its terms and conditions set forth in the description may not be changed for Buyers who had placed a bid before a change was introduced. The Seller may not introduce any changes to Transaction description that would change Item properties.

5.8.

The Seller shall indicate a method of paying for an Item pursuant to the applicable provisions of law by offering payment by bank transfer. The Seller may offer an additional method of paying for an Item on delivery. The Buyer's payment for an Item made via payment service shall be processed under the conditions set forth in Appendix no. 8 hereto.

Article 6. COURSE OF TRANSACTION

6.1.

Users participate in a Transaction by placing a bid (Bidding Transactions) or using the Buy It Now option (Transactions with the Buy It Now option). In order to perform any of the actions mentioned above, Buyers should fill out a special form available on a Transaction webpage, verify its content and confirm their choice.

6.2.

Upon placing a bid, the Bidder agrees to provide the Seller with the following Account data: name and surname, e-mail address, telephone number.

6.3.



In the course of Transaction, Users may ask the Seller questions about the offer on Allegro. A User who has conducted Simplified Registration, but has not conducted Full Registration, may ask the Seller only three offer-related questions per day. Such question is sent automatically to the Seller's e-mail address, thus disclosing the User's e-mail address to the Seller.

6.4.

By joining a Bidding Transaction, the Bidder indicates a maximum price that he undertakes to pay if he wins. The system will automatically set his bid to a minimum amount that exceeds other Bidders' bids by an increment amount. Then, in response to every next bid of another Bidder, the system will automatically generate a bid equal to a minimum amount overbidding this Bidder's bid by the increment amount, however not exceeding the maximum price. If an increase by the increment amount exceeds the maximum price, the system will generate the last bid equal to the maximum price. The increment amount each time depends on the highest price offered at a time in accordance with the table below:

The highest price offered at a time Increment amount

1.00 – 24.99 PLN	0.50 PLN
25.00 – 99.99 PLN	1.00 PLN
100.00 – 249.99 PLN	2.50 PLN
250.00 – 499.99 PLN	5.00 PLN
500.00 – 999.99 PLN	10.00 PLN
1,000.00 – 2,499.99 PLN	25.00 PLN
2,500.00 – 4,999.99 PLN	50.00 PLN
over 5,000.00 PLN	100.00 PLN

If an increase by the increment amount is to exceed a reserve price set by the Seller, the system will generate the last bid in an amount equal to the reserve price.

6.5.

In the course of Bidding Transaction, the Bidder may change the maximum price but cannot offer an amount lower than the highest one given at this time by another Bidder.

6.6.

A Bidder whose bid is the highest becomes the winner of a Transaction. If several Bidders placed bids indicating the same highest price, a Bidder who bid as the first by offering the highest price becomes the winner.

6.7.

Bids placed are binding for Transaction participants (the Seller and Bidders) until the Transaction ends or the Seller rejects the bids. A bid may be rejected only before a Transaction ends:

a. on a Bidder's request or

b. due to the lack of contact with a Bidder (e.g. because of incorrect data) or



- c. due to a high number of negative feedback scores left for a Bidder or
- d. due to other justified reasons for which a Bidder does not inspire the Seller's confidence,
- e. due to Transaction closure without any outcome under the principles of Article 6.10.

6.8.

A bid placed by a Bidder whose Account has been blocked before the end of a Transaction is not taken into account when establishing a Transaction outcome. Information on the block is placed on the Transaction webpage.

6.9.

A Transaction ends upon expiry of its term. A Transaction may end earlier:

- a. Single-Item Transactions with the Buy it Now option – after a Buyer has used the option,
- b. Multi-Item Transactions only with the Buy it Now option – after a Buyer(s) has used the option and all the listed Items have been sold,
- c. upon closing a Transaction by the Seller's decision referred to in Article 6.10.
- d. Transactions only with the Buy it Now option – by decision of Grupa Allegro under circumstances referred in Article 8.3.

6.10.

The Seller may close a Transaction at any time and its winners are then determined according to the state of affairs at the time of closing the Transaction. If an Item is stolen or damaged in the course of Transaction, the Seller may, as an exception, end the Transaction without setting its outcome (i.e. the winner of the Transaction is not determined) after rejecting all the bids placed by Bidders.

6.11.

Apart from a price established in accordance with this Article, the Seller may charge a Buyer only with the actual costs of Item shipping.

6.12.

Appendix no. 3 hereto sets forth an action plan for scheduled technical breaks and technical failures, in particular impact on ongoing Transactions.

Article 7. CONCLUSION OF AGREEMENT

7.1.

If upon the end of a Bidding Transaction the winner can be established pursuant the



rules hereof, the winning bid gets accepted by having information on the end of Transaction and the winner (time of acceptance) published in relevant tabs on the Buyer's and the Seller's Accounts. Confirmation that a Transaction has ended sent by e-mail (or alternatively by other means of electronic communication) is only of information nature. A Transaction is not deemed ended and a winning bid is not deemed accepted if the above information is generated during or in consequences of a technical failure or error.

7.2.

Except for the cases referred to in Article 7.3., an agreement between the Seller and the bidding winner gets concluded upon acceptance of the winning bid, while an agreement between the Seller and a Buyer who used the Buy it Now option gets concluded when the Buyer confirms the use of the option, about which the Seller is informed automatically. A sequence of proceedings that follows conclusion of the agreement stems from the applicable provisions of law.

7.3.

If validity of an agreement depends on fulfilling particular requirements stipulated by law, e.g. the agreement has to be concluded in a written form or in any other special form, both the Buyer and the Seller have the right to seek conclusion of the promised agreement after the winning bid has been accepted or the Buyer has confirmed having used the Buy it Now option.

7.4.

Immediately after the winning bid has been accepted and the Buyer has confirmed having used the Buy it Now option, both the Buyer and the Seller receive the following data provided to Allegro by the Trading Partner: name and surname, e-mail address, telephone number, address.

7.5.

Optionally, the Seller may complete information referred to in Article 7.4 with additional content being a Message to Buyer. The Message to Buyer cannot infringe any of the applicable provisions of law or hereof, in particular it is not allowed to:

- a. place addresses of websites where it is possible to purchase items, except for the addresses of websites being part of Grupa Allegro (Allegro Group Websites),
- b. endorse Users to see products offered outside Allegro,
- c. place content not matching a Transaction description,
- d. place advertising content, in particular such that endorses others to shop outside Allegro.

Grupa Allegro may remove a Message to Buyer if its content infringes the User Agreement or applicable provisions of law, or negatively affects the reputation of Allegro or another User.

7.6.



The Seller and the Buyer should establish contact not later than within seven days after the winning bid has been accepted or the Buyer confirmed having used the Buy It Now option.

7.7.

Sellers who use Business Accounts shall respect consumer rights, in particular such that refer to the ability to return Items and complain of Items not matching their respective agreements.

7.8.

The Parties may extend, limit or exclude the liability under statutory warranty. Exclusion or limitation of the liability under statutory warranty is effective if the Seller has knowingly concealed a defect from the Buyer in the Transaction description. However, if the Buyer is a consumer, it shall be possible to limit or exclude the liability under statutory warranty only in cases referred to in special laws. The statutory warranty does not apply to Item defects known to the Buyer, in particular to such that the Seller revealed in the Transaction description.

7.9.

In the case of sale Transactions in the “Wine” category, the agreement shall be deemed concluded at a point of alcohol sale indicated by the Seller.

Article 8. ROLE OF ALLEGRO

8.1.

Grupa Allegro shall not be held liable for Users’ conduct on Allegro and for undue performance or failure to perform Transaction agreements, and for the consequences of actions performed by Users or third parties which infringe provisions hereof. In particular, Grupa Allegro shall not be held liable for the quality, safety and legality of Items sold in Transactions, the veracity and accuracy of data provided by Users, Sellers’ ability to sell Items and the solvency of Users who place bids. Grupa Allegro shall not be held liable for a User’s failure to enter into an agreement.

8.2.

Grupa Allegro does not verify Items offered in Transactions, although it reserves the right to change the Item category or edit incorrect parameters describing the basic properties of an Item or remove a Transaction, about which the Seller and Bidders shall be informed.

8.3.

Grupa Allegro may remove a Transaction or close a Transaction only with the Buy It Now option before its due date if Transaction-related actions infringe provisions of law or hereof or negatively affect Allegro’s goodwill. When a Transaction is removed, all Transaction information (in particular content of the Transaction page) ceases to be available on Allegro, no further actions in the Transaction are available and no previous Bidders’ actions have any force. If some of the Items offered in a Multi-Item Transaction only with the Buy it Now option had been sold before the Transaction was removed, no Transaction feedback or a response to such feedback may be left after the removal. Transactions that have been removed may not be restored.

If a Transaction is closed before its due date, bids placed before the closure remain valid and it is possible to leave Transaction feedback.

8.4.



If User's actions infringe the provisions hereof or – in justified cases – if an Account or a User's activity on Allegro requires additional data verification referred to in Articles 2.2. or 2.3., Grupa Allegro may:

- a. warn the User via e-mail,
- b. limit the User's Account functionality as regards access to certain services on Allegro, for a definite or indefinite period.
- c. make using Allegro conditional upon the User's confirmation of his credibility with other evidence,
- d. block one, a few or all the User's Accounts for a definite or indefinite period.

An Account may be blocked if provisions hereof have been infringed, in particular if provisions of Appendices no. 1 and 2 hereto have been persistently infringed.

Regardless of having his Account blocked, the User shall be held liable for his actions that resulted in the Account block, in particular the User shall be held liable for paying damages to Grupa Allegro or other Users.

8.5.

In case the Account has been blocked, the User can only access the Account and use those functions which make it possible to pay amounts due to Grupa Allegro and finalise agreements concluded before the Account block, however, the User cannot use any other services provided on Allegro by Grupa Allegro. Upon blocking an Account, all Transactions where the User has listed Items are removed. The outcome of Transactions in which the User was taking part as a Bidder when his account was blocked shall be determined under Article 6.10.

8.6.

A User whose Account has been blocked cannot register or operate another Account without prior consent of Grupa Allegro. Grupa Allegro may refuse to register a User again or allow the User to operate an Account, if any of this User's Accounts were blocked in the past.

Article 9. FEES AND COMMISSIONS

9.1.

Services provided on Allegro by Grupa Allegro are paid. The Seller is charged with all fees and commissions. The amount of fees and commissions for particular services and their options and the rules of collecting them have been set forth in Appendix no. 4 hereto.

9.2.

The fees and commissions are calculated on an ongoing basis and submitted for payment for consecutive settlement periods. The settlement period is the calendar month.

9.3.



Invoices are issued for Business Account Users. For that purpose, they should fill out a special form during Registration. Invoices are issued for Standard Account Users only on their request. The rules of issuing and sending invoices have been laid down in Appendix no. 4 hereto.

9.4.

Invoices are issued on the basis of User's data provided in the Account.

9.5.

Fees and commissions for services provided on Allegro by Grupa Allegro are paid by the User to the bank account of PayU S.A. indicated in the User's Account.

Article 10. OTHER OBLIGATIONS OF USERS

10.1.

All actions of Users on Allegro shall comply with the applicable provisions of law and good practice. A User cannot take any actions which adversely affect the security of Allegro operations or are otherwise detrimental to other Users.

10.2.

Users shall archive all the information on agreements concluded on Allegro on durable data storage devices.

10.3.

Any materials, including graphical elements, layout and composition thereof, trademarks and other information available on Allegro webpages are subject to exclusive rights of Grupa Allegro and Users thereof. These elements are subject to proprietary copyrights, industrial property rights, including rights from the registration of trademarks and rights to databases and as such are under statutory legal protection.

10.4.

A download or use of materials available on Allegro in any way shall each time require consent of Grupa Allegro Sp. z o.o. and shall not infringe applicable provisions of law, provisions hereof and any interests of Grupa Allegro Sp. z o.o. and Users thereof. It is forbidden to aggregate and process data and any other information available on Allegro for the purpose of making it available to third parties on other websites or offline. It is also forbidden to use Allegro indications, including characteristic graphical elements, on one's own service-providing websites.

Article 11. FEEDBACK SYSTEM

11.1.

Allegro provides its Users with a descriptive and graphical (i.e. graphical sale assessment) feedback system for the exchange of subjective opinions on the course of Transactions and performance of agreements. If a Transaction ended with accepting a winning bid or using the Buy It Now option, the Buyer may leave one feedback rating for the Seller and the Seller may leave one feedback rating for the Buyer, subject to Article 8.3. sentence 3 and Article 11.4., sentence 2. A User who has received feedback may reply to it once (it does not apply to feedback in the form of a graphical sale assessment). It is not possible to leave feedback when a Buyer has made a purchase under rules specified in Article 2.15.

11.2.



The content of feedback and replies thereto is public information available to everyone who visits Allegro. Cancelled feedback referred to in Article 11.7. is presented as crossed out information.

11.3.

Feedback is always assigned to a particular Account, Transaction and its related agreement. A User shall be held liable for the feedback and replies he leaves.

11.4.

Feedback in the descriptive form may be positive, neutral or negative. Feedback in the graphical form allows a Buyer to give 1 to 5 points to assess agreement performance by the Seller in terms of the following parameters: Item matching description, contact with Seller, order completion time, shipping cost.

11.5.

Feedback and replies thereto shall be legible and shall not contain:

- a. vulgarisms, content that is obscene or pornographic or appealing to disseminate hatred, racism, xenophobia and conflicts between nations,
- b. contact data of Users or third parties, in particular: name and surname, place of residence, phone number or e-mail address; except of the logins of Buyers and Sellers who participate in a given Transaction,
- c. website addresses,
- d. content of advertising character.

11.6.

Grupa Allegro does not interfere with the content of feedback and replies to descriptive feedback. Grupa Allegro removes or edits feedback or a reply if such injunction results from a court judgement. Grupa Allegro may, at its own discretion, block the ability to leave, remove or edit feedback or a reply in the particularly justified cases, such as:

- a. feedback or a reply infringes rules set forth in Article 11.5.,
- b. feedback has been left to a wrong User or Transaction by mistake, if its content explicitly indicates that it has been a mistake,
- c. content of feedback explicitly indicates that a mistake has been made as to the type of feedback (positive, negative, neutral),
- d. feedback has been left by a User who participated in a given Transaction only for the purpose of leaving feedback,
- e. content of feedback contains characters which make a feedback list illegible.



11.7.

Feedback and replies thereto, if applicable, shall be cancelled upon consent of both Users participating in the commented Transaction (including a related agreement), with the consent given by means of forms made available on Allegro. Feedback shall be cancelled if:

a. a claim for cancellation is submitted by one of the Users observing one of the following deadlines i.e.:

- 120 days after the Transaction ended or
- 30 days after feedback was left,

b. the other User replies to this claim in a positive way not later than within 45 days after receiving it.

After the feedback has been cancelled, it is not possible to comment on the same transaction again. The procedure of cancelling feedback may be initiated only once in relation to feedback for a given Transaction.

11.8.

It is forbidden to take actions that may lead to an artificial increase or decrease in reliability by means of raising or lowering the number of points for positive feedback.

Article 12. INTERNATIONAL WEBSITES

12.1.

On principles described herein, Users can employ Allegro to use services provided outside the territory of Poland, within the framework of other online transaction platforms (international websites) which are operated by Grupa Allegro or other entities belonging to a group of companies of Grupa Allegro. A full list of international websites available to Allegro

12.2.

By giving their usernames (login) and e-mail addresses, Users, as defined in Article 2.7., may log in to an international website, list Items (start Transactions) and participate in Transactions conducted on the site.

12.3.

All actions relating to Transactions conducted on an international website shall comply with the User Agreement thereof, subject to Article 12.4., and law governing the site's activity.

12.4.

All fees and commissions set forth in the user agreement of an international website shall be paid by a User to Grupa Allegro; amounts due are converted into Polish zlotys according to a daily average exchange rate of the National Bank of Poland applicable at the time of calculating a given fee or commission.

12.5.

If a User who lists an Item in an Allegro Transaction guarantees the option to ship the Item abroad, the Transaction page is visible to the Users of international websites who use search engines of the sites.



12.6.

Users of international websites may use the sites to benefit from services provided on Allegro under the same terms and conditions as set forth in this Article.

III. TRANSACTION-RELATED SERVICES

Article 13. "ABOUT ME" PAGE

13.1.

By using the "About me" page option, a User may publish personal data (contact data) and information on a pursued activity (including a link to the User's website on condition that the website is not used for selling purposes). An "About me" page is assigned to a particular Account. The content of an "About me" page is public and visible to all Allegro visitors and cannot encourage others to shop outside Allegro. Detailed rules of creating "About me" pages have been set forth in Appendix no. 5 hereto.

13.2.

Grupa Allegro may remove an "About me" page if its content infringes provisions of law or hereof, negatively affects the goodwill of Allegro or another User, or acts to the detriment of Allegro in any other way.

Article 14. OTHER SERVICES

Other services related to Transactions and Allegro may be made available for Users. The type and scope of such services shall be set forth in separate terms of use. For the needs of providing the services, Users' rights and obligations may be shaped differently than herein. A User needs to accept relevant terms of use in order to use the services.

IV. FINAL PROVISIONS

Article 15. PRIVACY AND CONFIDENTIALITY

15.1.

Personal data provided by Users is collected and processed by Grupa Allegro under the applicable provisions of law and the privacy protection policy set forth in Appendix no. 6 hereto.

15.2.

Users' personal data is disclosed to other Users only in cases set forth herein and in other justified cases after obtaining prior consent of a person to whom the data refers.

15.3.

A User shall not disclose to third parties any information on other Users obtained from Grupa Allegro in connection with the use of Allegro, unless the User has received prior consent from the data subject. Information obtained from Grupa Allegro may be used by the User only for the purposes of conducting Transactions and concluding agreements resulting from such Transactions.

15.4.

Ended Transactions may be published in the archiwum.allegro.pl subdomain. Grupa Allegro does not ensure or guarantee that ended Transactions will be made public in a full and comprehensive manner, with information being only of illustrative nature.

Article 16. CHANGES TO THE USER AGREEMENT

16.1.



Grupa Allegro may change the User Agreement and launch a new version of services provided on Allegro. A change becomes effective within a period indicated by Grupa Allegro which cannot be shorter than 7 days after publishing the changed User Agreement on Allegro, subject to the fact that Transactions listed before the changes entered into force are governed by previous terms.

16.2.

Upon the first log-in to Allegro after a change has entered into force, the User shall be notified about the change and given the possibility to accept it. A change shall be considered approved also upon automatic renewal of a Transaction requested by the User, even in case this is performed without logging in. A refusal to accept changes shall mean termination of the agreement with Grupa Allegro with the effect set forth in Article 17.1.

Article 17. TERMINATION OF THE AGREEMENT

17.1.

Services are provided on Allegro within time limits subject to the following sentence and the provisions of Article 17.2 below. A User may terminate the agreement with Grupa Allegro (relating to a particular Account) at any time by filling out a form available on Allegro containing the statement of terminating the agreement and by confirming the submitted data – username (login) and password. Without prejudice to the conditions set forth in Article 17.4., the agreement shall be terminated with immediate effect upon confirming the data, subject to the following:

- a. A User shall take part in Transactions started before agreement termination on terms and conditions applicable at the time of starting the Transactions,
- b. A User shall have an insight into the Account and have access only to those functions which enable the User to settle amounts due to Grupa Allegro and to finalise agreements concluded as a result of Transactions.

17.2.

Due to important reasons, the agreement may be terminated by Grupa Allegro with a seven weeks' notice, subject to the provisions of Article 17.1.

17.3.

If the agreement has been terminated by the decision of Grupa Allegro, the User cannot register on Allegro again without obtaining prior consent of Grupa Allegro.

17.4.

A User's termination of the agreement with Grupa Allegro (relating to a specific Account) is effective no sooner than after 30 days following the end of the last Transaction in which the User participated using the Account.

Article 18. CONTACT DETAILS AND COMPLAINTS PROCEDURE

18.1.

The User may contact Grupa Allegro in relation to the services provided hereunder by:

- a. writing to: 60-166 Poznań, ul. Grunwaldzka 182,
- b. clicking the "Contact" link available on the Allegro main page, after choosing the



topic in the contact form.

18.2.

A User may lodge a complaint if Grupa Allegro fails to perform the services set forth herein or to perform them under the provisions hereof.

18.3.

A complaint may be lodged in an electronic form using the contact form or in a written form. The complaint shall contain at least the name under which the User acts on Allegro (login) and a description of submitted reservations.

18.4.

In case data or information specified in a complaint requires completion, before considering the complaint, Grupa Allegro shall request a person lodging the complaint to complete it within the indicated scope.

18.5.

Grupa Allegro shall consider a complaint within 14 days from the date of its receipt, provided that Grupa Allegro may refuse to consider a complaint lodged 90 days after the discovery of reasons for the complaint.

18.6.

A reply to a complaint shall be sent only to the e-mail address assigned to a given User's Account. In particularly justified cases Grupa Allegro may send a reply to another e-mail address indicated by the person lodging a complaint and not assigned to the User's Account.

Article 19. GOVERNING LAW AND DISPUTES

An agreement between a User and Grupa Allegro, relating to services provided on Allegro by Grupa Allegro on terms and conditions set forth herein, shall be governed by Polish law. Any disputes connected with the services provided on Allegro by Grupa Allegro shall be resolved by common Polish courts of general jurisdiction. A User being a consumer can initiate extrajudicial proceedings to solve a complaint and enforce claims before the Permanent Arbitration Consumer Court at the Provincial Inspector of Trade Inspection in Poznań. Information on how to initiate such proceedings and on the procedures applicable to dispute settlement can be found at www.uokik.gov.pl in the "Consumer dispute settlement" tab (Polish: "Rozstrzygnięcie sporów konsumenckich").

Article 20. ANNEXES

20.1.

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

- Appendix no. 1: Forbidden and restricted items;



- Appendix no. 2: Rules on creating Transaction description;
- Appendix no. 3: Policy on technical breaks and compensation for technical failures;
- Appendix no. 4: Fees and commissions;
- Appendix no. 5: Rules on creating “About me” page;
- Appendix no. 6: Privacy protection policy;
- Appendix no. 7: Junior account principles;
- Appendix no. 8: Terms and Conditions of PayU Service.
- Appendix no. 9: Notes of Guidance on agreement renouncement and draft renouncement statement

20.2.

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

Article 21. VALIDITY

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



Appendix no. 1. Forbidden and restricted items

It is forbidden to offer the following items (forbidden items) in Transactions:

1. Items containing shocking pornographic content;
2. Items containing content appealing to disseminate hatred in connection with national, ethnic, racial, world view diversities;
3. Materials containing content that infringes personal goods of third parties;
4. Music, videos, software and other items which infringe copyrights/ intellectual property;
5. Hazardous chemical substances, explosives and pyrotechnic materials;
6. Drugs, psychotropic substances, intoxicants;
7. Alcoholic beverages excluding wine.
8. Medicinal products prescribed by doctors;
9. Human or animal organs;
10. Live or dead animals (as well as their parts or derivative products) belonging to species listed in currently applicable annexes A - D to Council Regulation (EC) No. 338/97 of 9 December 1996 on the protection of species of wild fauna and flora by regulating trade therein;
11. Counterfeit items (so-called fake items);
12. Company shares, stakes, bonds and other securities, receivables, units of participation in investment funds, insurance policies and products and all other financial instruments offered as a form of investment, excluding securities in the material form of only collector's value. The ban extends on cryptocurrencies (e.g. bitcoin, litecoin, dogecoin, etc.) and on services and products related thereto;
13. Software that infringes a manufacturer's license, trial software, freeware, shareware and abandonware;
14. Software adjusted to perform actions violating law or good practice;
15. Addresses of websites, information and advice that is not of a service nature.
16. Access to torrent and free website accounts.
17. Access to erotic/pornographic websites and virtual currency used on such sites.
18. Accounts in partnership and loyalty programmes and services related thereto;
19. Data bases (including personal data or lists of e-mail addresses);
20. Mail order and direct sales catalogues used to order goods, excluding outdated catalogues only of collector's character;
21. Cards of Cyfra+, Cyfrowy Polsat, NC+ and Wizja TV and devices owned by Orange Polska;
22. Master, diploma and bachelor theses, school leaving papers, essays and other papers of this type as well as services relating to writing such works;



23. Stock exchange investment systems and systems for numerical games and bookmaker pools as well as services provided in order to help join such games and enter into such bets, excluding official book publications having an ISBN;
24. Fishing tools and devices whose possession is restricted by law;
25. Weapon and ammunition with the meaning of the *Act on Weapon and Ammunition* and gas launchers;
26. Registration certificates and vehicle cards offered without vehicles which they have been issued for and vehicles without documents;
27. Discount coupons in the form of a commitment entitling their holders to receive a discount or another benefit concerning a future purchase of Items outside Allegro. Allegro gift cards can only be issued by Grupa Allegro.
28. Dogs and cats marketed outside their place of breeding and farming and animals without pedigree or birth certificate;
29. Electronic publications (e.g. books, poems, guides, so called e-books) listed outside "E-books" category.
30. Gold in the form of gold bars, coins or scrap gold and silver in the form of bars and scrap.
31. Transactions with revenue dedicated to charitable purposes (such Transactions may only be listed on the Allegro Charity Platform at: <http://charytatywni.allegro.pl/>)

It is permitted to offer the following types of Items in a Transaction, provided that they fulfil the terms and conditions mentioned below and that the Item description contains content indicated below (Restricted items):

No.	Item type	Conditions	Required description elements
1	Animals other than those listed in point 10 and 28 of the above list of forbidden items	Seller must guarantee safe and humanitarian transport conditions (preferably personal pick up)	Statement on guaranteeing safe and humanitarian transport conditions.
2	Tobacco articles	Items must be only of collector's character	
3	Cyfra+, NC+ and Cyfrowy Polsat decoders	Decoder cannot be owned by Cyfra+, NC+ or Cyfrowy Polsat	Giving the decoder series number
4	Audiobooks and videobooks which are not official	Seller has to be the sole author of the publication or its publisher.	Giving an ISBN assigned to a publication which has to be subject to verification procedure upon listing a Transaction, i.e. ISBN has to be listed in the National Library



	publications.		database available at http://alpha.bn.org.pl/search*pol/
5	Tickets for art, entertainment or sports events	Tickets may only be offered for a Transaction with only Buy It Now option and the Buy It Now price cannot be higher than a ticket nominal price	Information on a ticket nominal price
6	Firearms and their essential parts	Separately charged firearms (not utilizing fixed cartridges) manufactured before 1885 or its replica	Statement that the separately charged firearms or its essential parts were manufactured before 1885 or that it is its replica
7	Ammunition (e.g. bullets, mines, grenades) or its essential parts	Ammunition is deprived of combat features.	Statement that ammunition is deprived of combat features.
8	Airguns	Bullet energy cannot exceed 17 J	Statement that the bullet energy does not exceed 17 J
9	Warranty cards	A guarantee card cannot be the only item for sale, it needs to be attached to a particular item covered by guarantee	-
10	Drugs (OTC)	Drugs may be offered only by general use pharmacies registered as Company Accounts only for a Transaction with the Buy It Now option	Placing the following information in the Transaction description: name of drug (OTC), dose, package size, form of drug (OTC), quantity. Placing the following information identifying a general use pharmacy in the Transaction description: name, address, contact phone number.



11	Wine	Wine can only be listed by alcohol point-of-sales that obtained a licence to sell alcohol and registered a Company Account.	Publishing the following statement in the Transaction description: <i>“I hereby declare that I sell alcoholic beverages containing 4.5% to 18% alcohol, excluding beer, under a valid licence. An agreement resulting from a Transaction bid is deemed concluded at an alcohol point-of-sale. An item is delivered if a supplier positively verifies the Buyer’s age and sobriety.”</i>
----	------	---	---



Appendix no. 2. Rules on creating Transaction description

1. In order to create a Transaction description, the Seller should fill in a sale form available on Allegro and indicate therein in particular a Transaction title, Item description, category, Transaction format (including Transaction duration, starting price and optionally reserve price and Buy It Now option) as well as terms of payment. A Transaction description may include photos. In the sale form the Seller may also determine a particular way of presenting and promoting the Transaction on Allegro by selecting additional options.
2. A Transaction description must not include content that infringes law, Allegro User Agreement and words, phrases and formulations that violate moral norms (subject to the character of the Erotic category) and drastic content.
3. Essential content posted on a Transaction page shall be presented in the Polish language and as a text. A Transaction description may contain content saved on external servers (not belonging to Grupa Allegro), however this does not apply to essential content.
4. A Transaction description must not encourage others to buy an Item outside Allegro. In addition, such description must not contain ads, advertising content (e.g. suggestions of a purchase or swap) and other forms promoting items and services not offered on Allegro (it does not apply to categories not subject to success fee indicated in Appendix no. 4). Part III: Success fee
5. An Item description shall contain all its essential features. It is forbidden to allow the Buyer to decide on one or more of such essential features, like size or model, etc. In a Multi-Item Transaction, the Seller may enable the Buyer to select a colour or a graphic pattern of an Item, etc. on condition that the Seller presents in the Transaction description current information on the number of available colours of graphic patterns, etc. In addition, in a Multi-Item Transaction in “*Shoes*” subcategory in “*Clothes, shoes, accessories*” category, the Seller may enable the Buyer to choose an Item size on condition that when listing the Transaction the Seller uses relevant parameters to provide information on available sizes.
6. A Transaction description, including a Transaction title, must not contain any key words that may manipulate the results of the Transaction and Item search engine operating on Allegro.
7. Elements of HTML, JavaScript, Java or other programming languages or any other technologies cannot be used for the purpose of any negative actions that affect Allegro or that mislead other Users.
8. A Transaction description may contain website addresses if due to a specific nature of an Item or Service on offer it is necessary to indicate a website address (e.g. sale of domains, websites or hosting services). In addition, a Transaction description may contain website addresses (also links), provided that no commercial activity is



carried out by means of these websites and their sole aim is to present additional information on a listed Item. A Transaction description may contain addresses of websites being part of Grupa Allegro.

9. It is allowed to grant a discount or offer a free gift to accompany an Item provided that a person to receive the discount or free gift is not selected in drawing.
10. Elements of a Transaction description cannot infringe any rights of third parties, including copyrights. The use of photos and texts of other persons requires their consent. A Transaction description must not contain any graphic signs or other signs, to the use of which the User has not been entitled.
11. If a Transaction contains an Item in pre-sale, its description should include information on the order completion time.
12. The Seller's Transaction description must not contain information that an Item price is net price. Prices of Items offered on Allegro must be gross prices in PLN (it does not apply to categories not subject to success fee indicated in Appendix no. 4).
Part III: Success fee
13. The Seller's Transaction description must not contain any information that would in any way differentiate Buyers' statuses in terms of using the PayU service.
14. The Seller may use the following additional options to present and promote a Transaction on Allegro in a special manner:
 - a. Thumbnail – a miniature picture that the Seller has uploaded to Transaction description via the sale form, presented next to a Transaction title on the list of Transactions in a relevant category and on the list of Transactions generated in the search process; if the Seller has attached more pictures – the one attached as first is presented;
 - b. Bold – a Transaction title on the list of Transactions in a given category and on the list of Transactions generated in the search process is featured with a bold font;
 - c. Highlight – a Transaction title presented on the list of Transactions in a given category and on the list of Transactions generated in the search process is featured with a yellow background;
 - d. Featuring – a Transaction title presented on the list of Transactions in a given category and on the list of Transactions generated in the search process is placed on the list of promoted Items located always on top of the Transaction list;
 - e. Department page – a Transaction is placed in a pool, out of which 5 Transactions are drawn whenever an Internet user opens a department page (relevant for the Transaction); their titles (with links to relevant Transaction pages) are presented on the department page; the department page is a page displayed directly after clicking on the name of a department on the Allegro main page; this option does not apply to Transactions in "Erotic" category; "Wine" subcategory in the "Grocery" category and "Live animals" subcategory in the "Home & Garden" category.



f. “Featuring + Bold + Highlight” Package – a separate additional option whereby a Transaction is promoted simultaneously on principles specified above in points b., c. and d. A fee for the “Featuring + Bold + Highlight” Package is lower compared with a total fee for all the options within the package bought separately. The option is not available for Transaction listed in Allegro Shops. No discounts for Transactions featured with the Allegro Standard icon have been provided for either.



Appendix no. 3 Policy on technical breaks and compensation for technical failures

1. Grupa Allegro shall make all efforts to ensure proper and uninterrupted operations of Allegro. Assuming such complex IT system as Allegro, there may occur technical failures and errors caused by problems with equipment or software. In each case, Grupa Allegro shall make all efforts to restrict negative consequences of technical problems.
2. Detailed information on all technical breaks, failures and related compensation is posted in the “Help Centre” section in [“News”](#).
3. In order to further develop the site and minimise the risk of failures, periodical technical breaks need to be carried out to introduce relevant modifications to the IT system. Grupa Allegro shall make all efforts to ensure that technical breaks are not onerous for Users; thus, if possible, they are planned for night hours, with Users informed about the time and predicted duration of a break at least with a few hours’ notice. The impact of a technical break on the course of Transaction is the following:
 - a. in the case of technical breaks not longer than 12 hours, Transactions scheduled to end during the break shall be extended by 24 hours (i.e. their deadline is postponed by 24 hours);
 - b. in the case of technical breaks longer than 12 hours, all Transactions ongoing upon the start of the break shall be extended by 24 hours.
4. A technical failure shall mean an event when all or a vast majority of Users have lost their ability to use the basic functions on Allegro related to the organisation of Transactions, including but not limited to logging in, placing bids or searching for Transactions using key methods available on Allegro. In the event a technical failure occurs:
 - a. in the case of technical failures not longer than 6 hours, Transactions scheduled to end during the technical failure and within 15 minutes after fixing the problem shall be extended by 24 hours;
 - b. in the case of technical failures longer than 6 hours, all Transactions ongoing when a failure occurred shall be extended by 24 hours or by an appropriate period being a multiple of this time in the case of failures longer than 24 hours;regardless of the length a technical failure, if any Transaction could not be extended for technical reasons thus ending during the failure, all fees related to this Transaction shall not be charged and those already collected shall be reimbursed within 21 days at the latest. In addition, in the case of Bidding Transactions,



commission fees relating to such Transactions shall not be charged, while those already charged shall be reimbursed within 21 days at the latest.

5. A technical error shall mean any technical problem related to Allegro operations other than the failure indicated in the above Article 4. A decision on any compensation and reimbursement shall be taken by Grupa Allegro each time after removing a technical error, taking account of the error type, duration and the scale of negative consequences.



Appendix no. 4 Fees and commissions

Part I. General provisions

1.
Grupa Allegro charges the following fees and commissions for its Transaction organisation services provided by Grupa Allegro:

- a. basic fees for Item listing,
- b. fees for additional options available upon Item listing,
- c. sales commissions

2.
Grupa Allegro may charge fees for other services provided on Allegro.

3.
All amounts presented herein are gross (they include a tax on goods and services, i.e. VAT). In the event the amount of a fee or commission is set as a percentage of a particular amount (e.g. sale price), the basis for determining the fee or commission is the gross amount (with VAT). Commission amounts are rounded up to a full grosz.

4.
The Sellers must not directly charge Buyers with Transaction costs (including but not limited to fees for Item listing, additional options, sale commissions, card payments).

Part II. Basic fees for Item listing

1.
The basic fees for listing Items shall be charged in accordance with the general principles described in Point A below in the case of all Transactions excluding: Transactions in “Automotive” category, Transactions in “Real Estate” category, Transactions in “Holidays” category, Transactions in “Books and Comics” category, Transactions in “Movies” category in subcategories “3D discs”, “Blu-ray discs”, “DVDs”, “VCDs”, Transactions in “Games” category in subcategories: “Console games”, “PC games”, Transactions in “Music” category in subcategories “Compact discs”, “Vinyl records”, Transactions in “Services” category and Transactions in “Live animals” subcategory.

2.
The basic fee for listing an Item shall be charged upon the start of a Transaction.

3.
The basic fee includes a fee for publishing one photo of up to 200 kB on the Transaction page and a thumbnail fee.

4.
If a Transaction is removed or ends ahead of schedule under the rules set forth in Article [8.3](#) of the User Agreement, the basic fees for Item listing shall be refunded less an amount proportional to the time during which the Transaction was available on Allegro.



A. Basic fees for Item listing

1.

The amount of fees for Item listing depends on the initial value which is:

a. for Transactions with bidding without a reserve price: product of the starting price and the number of Items on offer,

b. for Transactions with bidding and reserve price: reserve price,

c. for Transactions only with the Buy It Now option: product of a Buy It Now price and the number of Items on offer,

The Points a and b above shall apply to Transactions with bidding, including those with the Buy It Now option. This option may additionally apply to a Transaction with bidding subject to a separate fee set forth in Part IV hereof.

2.

Fees for listing one Transaction are the following:

Initial value	Listing fee
1.00 - 9.99 PLN	0.08 PLN
10.00 - 24.99 PLN	0.13 PLN
25.00 - 49.99 PLN	0.25 PLN
50.00 - 249.99 PLN	0.50 PLN
250 PLN and more	1.00 PLN

3.

If a reserve price, Buy It Now price or the number of listed Items are increased in the course of Transaction, the fee is raised accordingly.

4.

If the Buy It Now price or the number of listed Items are decreased in the course of Transaction, the fee is decreased and a difference is refunded if the operation is performed within 12 hours after the start of Transaction.

B. Basic fees for listing an agricultural machine, construction machine, boat, trailer, semi-trailer, forklift or other vehicle other than a new motorcycle or new ATV in “Automotive” category

1.

A fee is a lump sum, i.e. it is fixed regardless of the value of a listed vehicle or specified prices.

2.

Fees for listing one Transaction are the following:

Category	Listing fee
“Cars” and “Agricultural machines”	25.00 PLN



- “Motorcycles and ATVs” (refers to used motorcycles and ATVs only), 15.00 PLN
“Other vehicles and boats”, “Trailers, semi-trailers” and “Forklifts”
“Construction machines” excluding forklifts 30.00 PLN

C. Basic fees for listing Items in “Real Estate” category

A fee for listing an Item in “Real Estate” category is a lump sum, i.e. it is fixed regardless of the value of a listed Item or specified prices and amounts to 20.00 PLN, excluding “Rooms to rent”, “Houses without plot” and “Garages and parking spaces” categories in which the fee amounts to 5.00 PLN and “House designs” category in which the fee amounts to 3.00 PLN

D. Basic fee for listing Items in “Holidays” category

A fee for listing Items in “Holidays” category is a lump sum, i.e. it is fixed regardless of the value of a listed Item or specified prices and amounts to 15.00 PLN.

E. Basic fees for listing Items in “Books and Comics” categories, Transactions in “Movies” category in subcategories “3D discs”, “Blu-ray discs”, “DVDs”, “VCDs”, Transactions in “Games” category in subcategories “Console games”, “PC games”, Transactions in “Music” category in subcategories “Compact discs”, “Vinyl records”. Fees for listing Items in “Books and Comics” categories, Transactions in “Movies” category in subcategories “3D discs”, “Blu-ray discs”, “DVDs”, “VCDs”, Transactions in “Games” category in subcategories “Console games”, “PC games”, Transactions in “Music” category in subcategories “Compact discs”, “Vinyl records” are the following:

Initial value	Listing fee
1.00 - 9.99 PLN	0.05 PLN
10.00 - 24.99 PLN	0.08 PLN
25.00 - 49.99 PLN	0.10 PLN
50.00 - 249.99 PLN	0.15 PLN
250 PLN and more	0.20 PLN

F. Basic fees for listing Items in “Services”* category

A fee for listing Items in “Services” category is a lump sum, i.e. it is fixed irrespective of the value of a listed Item or specified prices and amounts to 9.00 PLN.

* “Services” categories shall mean:

- a. All subcategories with the word “Services” in categories: “Antiques and Art”; “Jewellery and Watches”; “Grocery”; “Child”; “Movies”; “Photography”; “Games”; “Instruments”; “Collections”; “Computers”; “Consoles and Arcades”; “Books and comics”; “Automotive”; “Music”; “Clothes, Shoes, Accessories”; “Industry”; “Household appliances and audio-video devices”; “Sport and Travel”; “Stage, studio and DJ equipment”; “Phones and Accessories”; “Beauty”; “Health”;



b. All subcategories with the word “Services” in “Home and Garden” category in subcategories: “Construction and Accessories”; “Garden”; “Cleaning”; “Fittings”; “Animals”;

c. All subcategories with the phrase “Fitted furniture” in “Home and Garden” category in “Furniture” subcategory and subcategory “Furniture > Kitchen > Customer made kitchen”;

G. Basic fees for listing Items in “Automotive” category, in subcategories: “Car parts”, “Motorcycle parts”, “Parts for construction machines”, “Parts for agricultural machines”, “Parts for other vehicles”, “Tools and workshop equipment”, “Tires”; “Chemistry”, “Literature”, “Automotive gadgets”.

Initial value	Listing fee
1.00 - 9.99 PLN	0.08 PLN
10.00 - 24.99 PLN	0.13 PLN
25.00 - 49.99 PLN	0.25 PLN
50.00 - 249.99 PLN	0.50 PLN
250.00 – 999.99 PLN	1.00 PLN
1,000.00 – 4,999.99 PLN	4.00 PLN
5,000.00 PLN and more	6.00 PLN

I. Basic fees for listing Items in “Live animals” subcategory

A fee for listing Items in “Live animals” category is a lump sum, i.e. it is fixed irrespective of the value of a listed Item or specified prices and amounts to 2.00 PLN.

J. Basic fees for listing Items in subcategories of “Motorcycles and ATVs” category that are dedicated to new motorcycles (not applicable to used motorcycles set forth in Sub-point B Part II hereof)

A fee for listing Items in all subcategories of “Motorcycles and ATVs” category that are dedicated to new motorcycles is a lump sum, i.e. it is fixed regardless of the value of a listed Item or specified prices and amounts to 1.00 PLN.

Part III. Sales commissions

Sales commissions shall be charged on general terms described in Point A below in the case of all Transactions, excluding Transactions in “Automotive” category, where vehicles are listed, Transactions in “Real Estate” category, Transactions in “Holidays” category, Transactions in “Clothing, Shoes, Accessories” category, Transactions in “Books and Comics” category, Transactions in “Computers” category, Transactions in “Services” category and Transactions in “Live animals” subcategory.

A. Sales commission

1.

A sales commission shall be charged upon accepting the winning bid or using the Buy It Now option by the Buyer.



2.

The amount of a commission depends on the final price, i.e. a price specified in the course of Transaction which the Buyer shall pay for an Item (excluding Item shipping costs).

3.

If a multi-item Transaction with the Buy It Now option is removed or ends ahead of schedule under the rules set forth in Article 8.3 of the User Agreement, a sales commission shall be calculated for Items sold until Transaction removal.

4.

A commission on the sale of Items in: “Tickets”, “Grocery” categories, in “For children” category in subcategories: “Children accessories”, “Child safety seats”, “Child’s room”, “Bicycles and vehicles”, “Push chairs”, “Garden toys”; in “Home and Garden” category in subcategories: “Pets”; in “Health” category in subcategories: “OTC drugs and skin cosmetics”, “Health, medicine”, and in “Beauty” category in subcategories: “Beauty cosmetics”, “Perfumes and colognes” amounts to:

Final price for 1 item	Sales commission
up to 100.00 PLN	5% of the final price
100.01 – 1,000.00 PLN	5.00 PLN plus 3% of an amount above 100.00 PLN
1,000.01 – 5,000.00 PLN	32.00 PLN plus 1.5% of an amount above 1,000.00 PLN
over 5,000.00 PLN	92.00 PLN plus 0.5% of an amount above 5,000.00 PLN

5.

A commission on the sale of Items in: “Office and Advertisement”, “Home and Garden” categories excluding “Pets”, in “For children” category in subcategories: “School accessories”, “Child feeding”, “Shoes”, “Clothing”, “Events, parties”, “Other”, “Toys”, “Health and Hygiene”; in “Health” category in subcategories: “E-cigarettes and accessories”, “Vision correction”, “Other” and in “Beauty” category in subcategories: “Make-up”, “Manicure and pedicure” amounts to:

Final price for 1 item	Sales commission
up to 100.00 PLN	6% of the final price
100.01 – 1,000.00 PLN	6.00 PLN plus 3% of an amount above 100.00 PLN
1,000.01 – 5,000.00 PLN	33.00 PLN plus 1.5% of an amount above 1,000.00 PLN
over 5,000.00 PLN	93.00 PLN plus 0.5% of an amount above 5,000.00 PLN

1.

A commission on the sale of Items in: “Industry” category in subcategories “Protective clothing and OHS accessories”, in “Sport and Travel” category in subcategories: “Bicycles and accessories”, “Gym and fitness”, “Skating, slackline”, “Team sports”, “Jogging”, “Shooting sports and hunting”, “Social sports and leisure”, “Water sports”, “Winter sports, “Travel”, “Fishing”; in “Stage, studio and DJ



equipment” category; in “Consoles and arcades” category and in “Games” category in subcategories “Online games (MMO)” amounts to:

Final price for 1 item	Sales commission
up to 100.00 PLN	6% of the final price
100.01 – 1,000.00 PLN	6.00 PLN plus 3% of an amount above 100.00 PLN
1,000.01 – 5,000.00 PLN	33.00 PLN plus 1.5% of an amount above 1,000.00 PLN
over 5,000.00 PLN	93.00 PLN plus 0.5% of an amount above 5,000.00 PLN

7.

A commission on the sale of Items in: “Antiques and Art”, “Jewellery and Watches”; “Erotica”, “Collectibles”, in “Industry” category (excluding “Protective clothing and OHS accessories” subcategory) and in “Movies” category in subcategories “Gadgets, accessories”, “Video cassettes”; and in “Music” category in subcategories “Accessories”, “Music gadgets”, “Audiotapes”; in “Games” category in subcategories “Gadgets”, “Party games”, “Other computer games”; in “Instruments” category; in “Handicrafts” category; and in “Sport and Travel” category in subcategories: “Collectibles”, “Extreme sports”, “Martial arts”, “Tennis and similar” amounts to:

Final price for 1 item	Sales commission
up to 100.00 PLN	7% of the final price
100.01 – 1,000.00 PLN	7.00 PLN plus 3% of an amount above 100.00 PLN
1,000.01 – 5,000.00 PLN	34.00 PLN plus 1.5% of an amount above 1,000.00 PLN
over 5,000.00 PLN	94.00 PLN plus 0.5% of an amount above 5,000.00 PLN

8.

A commission on the sale of Items in: “Automotive” in subcategories: “Car parts”, “Motorcycle parts”, “Parts for construction machines”, “Parts for agricultural machines”, “Parts for other vehicles”, “Tires”; “Chemistry”, “Literature”, “Automotive gadgets”, “Tools and workshop equipment” amounts to:

Final price for 1 item	Sales commission
up to 100.00 PLN	6% of the final price
100.01 – 300.00 PLN	6.00 PLN plus 3% of an amount above 100.00 PLN
300.01 – 1,000.00 PLN	12.00 PLN plus 1.5% of an amount above 300.00 PLN
1,000.01 PLN – 5,000.00 PLN	22.50 PLN
over 5,000.00 PLN	30.00 PLN

B. Commission on the sale of a construction machine, agricultural machine, trailer, semi-trailer, forklift, boat or other vehicle different than a new motorcycle or new ATV in “Automotive” category



Transactions in “Automotive” category in subcategories “Cars”, “Construction machines”, “Agricultural machines”, “Trailers, semi-trailers”, “Forklifts” and “Other vehicles and boats” and in all subcategories of “Motorcycles and ATVs” category that are dedicated to used motorcycles and ATVs are not subject to sales commissions.

C. Transactions in “Real Estate” category

Due to a unique character of Transactions in “Real Estate” category (end of a Transaction does not mean conclusion of an agreement), no sales commissions shall be charged in this category.

D. Transactions in “Holidays” category

Due to a unique character of Transactions in “Holidays” category (end of a Transaction does not mean conclusion of an agreement), no sales commissions shall be charged in this category.

E. Sales commission in “Clothing, Shoes, Accessories” category

A commission on the sale of one Item in subcategory “Shoes” amounts to:

Final price for 1 item	Sales commission
up to 100.00 PLN	6% of the final price
100.01 – 1,000.00 PLN	6.00 PLN plus 4.50% of an amount above 100.00 PLN
1,000.01 – 5,000.00 PLN	46.50 PLN plus 2.25% of an amount above 1,000.00 PLN
over 5,000.00 PLN	136.50 PLN plus 0.75% of an amount above 5,000.00 PLN

In other subcategories a commission on the sale of one Item amounts to:

Final price for 1 item	Sales commission
up to 100.00 PLN	7% of the final price
100.01 – 1,000.00 PLN	7.00 PLN plus 4.50% of an amount above 100.00 PLN
1,000.01 – 5,000.00 PLN	47.50 PLN plus 2.25% of an amount above 1,000.00 PLN
over 5,000.00 PLN	137.50 PLN plus 0.75% of an amount above 5,000.00 PLN

F. Sales commission in “Books and Comics” category, in “Movies” category in subcategories “3D discs”, “Blu-ray discs”, “DVDs”, “VCDs”, in “Games” category in subcategories “Console games”, “PC games”, Transactions in “Music” category in subcategories “Compact discs”, “Vinyl records”.

A commission on the sale of one Item amounts to:

Final price for 1 item	Sales commission
up to 100.00 PLN	5% of the final price
100.01 – 1,000.00 PLN	5.00 PLN plus 3.75% of an amount above 100.00 PLN
1,000.01 – 5,000.00 PLN	38.75 PLN plus 1.90% of an amount above 1,000.00 PLN
over 5,000.00 PLN	114.75 PLN plus 0.60% of an amount above 5,000.00 PLN

G. Sales commission in “Computers”, “Photography”, “Electronics and Home Appliances” and “Phones and Accessories” categories

A commission on the sale of one Item amounts to:

Final price for 1 item	Sales commission
up to 100.00 PLN	5% of the final price



100.01 – 1,000.00 PLN 5.00 PLN plus 1.90% of an amount above 100.00 PLN
1,000.01 – 5,000.00 PLN 22.10 PLN plus 0.50% of an amount above 1,000.00 PLN
over 5,000.00 PLN 42.10 PLN plus 0.20% of an amount above 5,000.00 PLN

H. Sales commission in “Services”* category

Due to a unique character of Transactions in “Services” category (end of a Transaction does not mean conclusion of an agreement), no sales commissions shall be charged in this category.

* “Services” categories shall mean:

a. All subcategories with the word “Services” in categories: “Antiques and Art”; “Jewellery and Watches”; “Grocery”; “Child”; “Movies”; “Photography”; “Games”; “Instruments”; “Collections”; “Computers”; “Consoles and Arcades”; “Books and comics”; “Automotive”; “Music”; “Clothes, Shoes, Accessories”; “Industry”; “Household appliances and audio-video devices”; “Sport and Travel”; “Stage, studio and DJ equipment”; “Phones and Accessories”; “Beauty”; “Health”;

b. All subcategories with the word “Services” in “Home and Garden” category in subcategories: “Construction and Accessories”; “Garden”; “Cleaning”; “Fittings”; “Animals”;

c. All subcategories with the phrase “Fitted furniture” in “Home and Garden” category in “Furniture” subcategory and subcategory “Furniture > Kitchen > Customer made kitchen”;

I. Transactions in “Live animals” subcategory

Due to a unique character of Transactions in “Live animals” subcategory (end of a Transaction does not mean conclusion of an agreement), no sales commissions shall be charged in this category.

J. Commission on the sale of Items in subcategories of “Motorcycles and ATVs” category that are dedicated to new motorcycles (not applicable to used motorcycles set forth in Sub-point B Part III hereof)

Final price for 1 item	Sales commission
up to 1,000.00 PLN	2% of the final price
over 1,000.01 PLN	20.00 PLN plus 1% of an amount above 1,000.00 PLN; the maximum amount of a commission amounts to 100 PLN

H. Sales commission in "Services" category

Part IV. Fees for additional options

1.



While listing an Item, the User may choose additional options that enable special presentation of a Transaction description, promotion of a Transaction on Allegro or set the course of Transaction.

2.

A fee for each additional option shall be charged when a Transaction starts (it is added to the basic fee) and if an option is selected later, at the time of its application.

3.

A fee for the “Scheduled listing” option shall be charged even if the User removes a Transaction from the list of scheduled Transactions. In such cases, only a fee for the “Scheduled listing” option shall be charged upon Transaction removal from the list of scheduled Transactions. No listing fee shall be charged.

4.

Fees for additional options shall be charged on general terms described in Point A below in the case of all Transactions excluding: Transactions in “Automotive”, “Real Estate” and “Holidays” categories, subject to Point 3 Part II hereof.

5.

If an additional option is added to an ongoing Transaction, a fee for such additional option shall be charged or increased in accordance with this price list – upon adding the option.

1.

If a Transaction is removed or ends ahead of schedule under the rules set forth in Article 8.3 of the User Agreement, the fees for additional options shall be refunded less an amount proportional to the time during which the Transaction was available on Allegro.

A. Fees for additional options

Fee rates for additional options are the following:

Additional option	Fee
Adding Buy It Now to Transaction with bidding	0 PLN
Scheduled listing	0.05 PLN
Transaction duration: 14 days	2.00 PLN with additional Featuring option (for Transactions featured with the “Allegro Standard” icon the price is 1.30 PLN); 0.50 PLN without additional Featuring option (for Transactions featured with the “Allegro Standard” icon the price is 0.30 PLN);
Reserve price	1.5% of the reserve price, however not less than 5.00 PLN and not more than 50.00 PLN (fee refunded upon Item sale)
First photo up to 200 kB*	Included in the basic fee for Item listing (without additional fees)
Every additional photo (second and next) up to 200 kB*	0.10 PLN



Bold	2.00 PLN
Highlight	3.00 PLN
Featuring	12.00 PLN in: Movies; Games; Consoles and Arcades; Collectibles; Books and Comics; Music; Instruments; Stage, studio and DJ equipment; Handicrafts; Antiques and Art; Grocery (for Transactions featured with the “Allegro Standard” icon the price is 6.00 PLN); 19.00 PLN in other categories (for Transactions featured with the “Allegro Standard” icon the price is 12.00 PLN); 18.00 PLN in: Antiques and Art; Collectibles; Handicrafts; Photography; Consoles and Arcades; Computers; Electronics and Home Appliances; Phones and Accessories; Stage, studio and DJ equipment; Jewellery and Watches; Clothes, Shoes, Accessories; Beauty; Sport and Travel; Grocery; Home and Garden; Health; For children; Tickets; Movies; Games; Instruments; Books and Comics; Music; Office and Advertisement; Industry; (for Transactions featured with the “Allegro Standard” icon the price is 15.00 PLN); 22.00 PLN in Services** categories:
Department page	14.99 PLN in categories: Movies; Games; Consoles and Arcades; Collectibles; Books and Comics; Music; Instruments; Stage, studio and DJ equipment; Handicrafts; Antiques and Art; Grocery
“Featuring + Bold + Highlight” Package	19.99 PLN in other categories

* applies to photos uploaded to the Allegro server through the sale form; publishing photos from external servers is free of charge.

*** “Services” categories shall mean:

a. All subcategories with the word “Services” in categories: “Antiques and Art”; “Jewellery and Watches”; “Grocery”; “Child”, “Movies”; “Photography”; “Games”; “Instruments”; “Collections”; “Computers”; “Consoles and Arcades”; “Books and comics”; “Automotive”; “Music”; “Clothes, Shoes, Accessories”; “Industry”; “Household appliances and audio-video devices”; “Sport and Travel”; “Stage, studio and DJ equipment”; “Phones and Accessories”; “Beauty”; “Health”;

b. All subcategories with the word “Services” in “Home and Garden” category in subcategories: “Construction and Accessories”; “Garden”; “Cleaning”; “Fittings”; “Animals”;



c. All subcategories with the phrase “Fitted furniture” in “Home and Garden” category in “Furniture” subcategory and subcategory “Furniture > Kitchen > Customer made kitchen”;

B. Additional options in “Automotive” category
Fee rates for additional options are the following:

Additional option	Fee
Adding Buy It Now to Transaction with bidding	0.00 PLN
Scheduled listing	0.05 PLN
Transaction duration: 14 days	2.00 PLN with additional Featuring option (for Transactions featured with the “Allegro Standard” icon the price is 1.30 PLN); 0.50 PLN without additional Featuring option, in: Chemistry; Parts for other vehicles; Motorcycle parts; Car parts; Automotive gadgets; Literature; Tools and workshop equipment; Machine parts; Tires; (for Transactions featured with the “Allegro Standard” icon the price is 0.30 PLN); 2.00 PLN without additional Featuring option, in: Other vehicles and boats; Machines; Motorcycles and ATVs; Trailers, semi-trailers; Cars; 5.00 PLN (Fee refunded upon Item sale) in categories: Other vehicles and boats; Machines; Motorcycles and ATVs; Trailers, semi-trailers; Cars;
Reserve price	1.5% of the reserve price, however not less than 5.00 PLN and not more than 50.00 PLN (fee refunded upon Item sale), in categories: Chemistry; Parts for other vehicles; Motorcycle parts; Car parts; Automotive gadgets; Literature; Garage tools and equipment; Machine parts; Tires
First photo up to 200 kB*	Included in the basic fee for Item listing (without additional fees)
Every additional photo (second and next) up to 200 kB*	0.10 PLN 2.00 PLN in: Chemistry; Parts for other vehicles; Motorcycle parts; Car parts; Automotive gadgets; Literature; Machine parts; Tires
Bold	4.00 PLN in: Other vehicles and boats; Machines; Motorcycles and ATVs; Garage tools and equipment; Trailers, semi-trailers;



	Cars; 3.00 PLN in: Chemistry; Parts for other vehicles; Motorcycle parts; Car parts; Automotive gadgets; Literature; Machine parts; Tires
Highlight	6.00 PLN in: Other vehicles and boats; Machines; Motorcycles and ATVs; Garage tools and equipment; Trailers, semi-trailers; Cars; 19.00 PLN in: Chemistry; Parts for other vehicles; Motorcycle parts; Car parts; Automotive gadgets; Literature; Machines parts; Tires; (for Transactions featured with the “Allegro Standard” icon the price is 12.00 PLN);
Featuring	19.00 PLN in: Machines; Motorcycles; Garage tools and equipment; Trailers, semi-trailers; 24.00 PLN in: Other vehicles and boats; Cars 18.00 PLN in: Chemistry; Motorcycle parts; Car parts; Automotive gadgets; Literature; Tools and workshop equipment; Machines parts; Parts for other vehicles; Tires; (for Transactions featured with the “Allegro Standard” icon the price is 15.00 PLN);
Department page	29.00 PLN in: Cars, Motorcycles and ATVs; Other vehicles and boats; Machines; Trailers, semi-trailers; 19.99 PLN in: Chemistry; Motorcycle parts; Car parts; Automotive gadgets; Literature; Garage tools and equipment; Machine parts; Parts for other vehicles; Tires;
“Featuring + Bold + Highlight” Package	29.99 PLN in Other vehicles and boats; Construction machines; Agricultural machines; Motorcycles and ATVs; Garage tools and equipment; Trailers, semi-trailers; Cars;

* applies to photos uploaded to the Allegro server through the sale form; publishing photos from external servers is free of charge.

C. Additional options in “Real Estate” category
Fee rates for additional options are the following:

Additional option	Fee
Adding Buy It Now to Transaction with bidding	0.00 PLN
Scheduled listing	0.05 PLN
Transaction duration: 14 days	2.00 PLN



Reserve price	10.00 PLN (Fee refunded upon the Item sale)
First photo up to 200 kB*	Included in the basic fee for Item listing (without additional fees)
Every additional photo (second and next) up to 200 kB*	0.10 PLN
Bold	5.00 PLN
Highlight	9.00 PLN
Featuring	29.00 PLN
Department page	39.00 PLN
“Featuring + Bold + Highlight” Package	29.99 PLN

* applies to photos uploaded to the Allegro server through the sale form; publishing photos from external servers is free of charge.

D. Additional options in “Holidays” category

Fee rates for additional options are the following:

Additional option	Fee
Adding Buy It Now to Transaction with bidding	0.00 PLN
Scheduled listing	0.05 PLN 2.00 PLN when buying the Featuring option
Transaction duration: 14 days	0.50 PLN without buying the Featuring option
Reserve price	5.00 PLN (Fee refunded upon the Item sale)
First photo up to 200 kB*	Included in the basic fee for Item listing (without additional fees)
Every additional photo (second and next) up to 200 kB*	0.10 PLN
Bold	4.00 PLN
Highlight	9.00 PLN
Featuring	29.00 PLN
Department page	39.00 PLN
“Featuring + Bold + Highlight” Package	29.99 PLN

* applies to photos uploaded to the Allegro server through the sale form; publishing photos from external servers is free of charge.

Part V. Fees for other functionalities

A. Complex Sales Statistics

As part of the Complex Sales Statistics service, the User may review statistics available in the *My Allegro > My sales > Services for Sellers: Settings* tab in the following scope: reports on sales made via User’s account, the most frequently searched items on Allegro, data concerning Offers, Prices and Sellers for a pool not



exceeding 5,000 single-item Transactions with bidding and multi-item Transactions with the Buy It Now option ended within the last 8 weeks. The fee for using the Complex Sales Statistics is charged as a 30-day subscription.

2.

The subscription fee for every next 30 days of using the Complex Sales Statistics amounts to 4.50 PLN.

3.

A discount on the Complex Sales Statistics subscription shall be granted if the fee is paid in advance in the form of a 90-day, 180-day or 360-day subscription and amounts to:

Subscription Discount Discounted fee

90-day	5%	12.83 PLN
180-day	10%	24.30 PLN
360-day	20%	43.20 PLN

Part VI. Settlements

A. Settlements of amounts due

1.

The settlements shall be made for every Account of each User separately.

2.

The User may manage settlements after logging in.

3.

Every User may verify the account balance (charged fees and commissions and the amounts of refunds, i.e. balance of settlements) for the last three settlement periods with a reservation that the User shall obtain the above data on demand after the expiry of that period by submitting a request to Grupa Allegro using a special form available on a relevant Allegro webpage.

4.

Subject to Point 5, after the end of a particular settlement period, the User shall pay amounts due to Grupa Allegro until the 14th day of the following month. The User shall not be obliged to make the payment if the amount due at the end of a particular month is less than 10.00 PLN; in such cases, the User shall make a collective payment after the end of a month in which the calculated fees and commissions amount to at least 10.00 PLN. However, the User shall pay the amount due upon the request of Grupa Allegro within a specified deadline even if the balance has not amounted to 10.00 PLN.

5.

Users who receive invoices shall pay the amount due that has been specified on an invoice regardless of its amount. Irrespective of receiving an invoice, such Users receive also e-mail information on an amount due at the end of the month.

1.

If a User fails to pay the due amount within a specified deadline, Account functionalities may be blocked partially or in whole. In such cases, the restoration of



all Account functionalities is subject to the immediate payment of all amounts due to Grupa Allegro, even if their payment deadline has not expired yet.

7.

The payments for Grupa Allegro shall be made to an individual bank account assigned to a particular Account. All payment details are available after logging in.

B. Overpayment

1.

In the case of an overpayment on a particular Account, the User may require the surplus to be refunded at any time using a relevant form, subject to the fact that an overpayment on the Account is first credited to currently calculated fees and commissions and to any debt on other Accounts of this User.

2.

The overpayment shall be refunded to the bank account provided by the User and, if there is no bank account, by postal order in accordance with the User's registration data.

3.

The overpayment refund shall be each time lowered by 5% of a manipulation fee calculated on the amount of overpayment requested by the User, subject to Point 4 below.

4.

Funds paid in connection with promotions of Grupa Allegro and its Partners are not subject to refund and cannot constitute part of the amount of overpayment requested by the User; they may only be used in whole to settle future liabilities resulting from listing Items on Allegro.

5.

The manipulation fee as referred to in Point 3 shall not be charged if a refunded overpayment was made for reasons on the part of Grupa Allegro.

1.

If an overpayment refund requires that an invoice correction be issued for the User, the refund can only be made if the User sends a copy of the correction and confirmation of its receipt to the address of the registered office of Grupa Allegro.

C. Changes in the amount of fees and commissions

1.

Grupa Allegro reserves the right to change the amount of fees and commissions. Such changes shall be made in accordance with the procedures appropriate for amending the User Agreement.

2.

Grupa Allegro reserves the right to lower the amount of fees and commissions periodically as part of time-limited promotions – in accordance with conditions set forth separately for such actions.

D. Invoices

1.

In order to receive invoices, Users other than natural persons not conducting any business activity (Business Account Users) should fill out an appropriate form and have their data provided in the invoice form positively verified. Invoice data has to



comply with the data provided in Allegro settings and – in the case of Business Accounts – with the company data provided in account settings. Invoices for subsequent months will be issued automatically without a need to repeat actions mentioned in the previous sentences – until the User resigns from receiving the invoices. As regards invoices for Users being natural persons not conducting any business activity, they are issued only on the Users' request.

2.

The User who is a VAT payer and whose registered office is located on the territory of an EU Member State other than Poland shall submit documents confirming the User's registration as a tax payer in one of the EU Member States other than Poland and fill in the form available in My Allegro > Bills > Invoices. The documents confirming the taxpayer's registration and data provided in the form are subject to verification.

3.

Invoices for a given month include amounts due for this month and are issued not later than on the 15th day of the following month.

4.

The User shall update invoice data immediately after every change. A data update (excluding phone number and address) is possible only when a company is transformed or when the form of its legal succession is changed. A change becomes effective after verification of documents confirming legal succession.

5.

By default, invoices are sent by making their electronic versions available. Acceptance of the User Agreement means acceptance of sending (making available) electronic invoices within the meaning of regulations on value added tax under the rules set forth in the User Agreement.

6.

In order to ensure that the source of invoice is authentic within the meaning of separate provisions of law, electronic invoices shall be made available to the User only after logging in to the User's Account with the username and password, in a way enabling their download to the User's IT system.

7.

In order to ensure integrity of invoice contents within the meaning of separate provisions of law, electronic invoices shall be generated as PDF files (Portable Document Format), secured in a way preventing a change of invoice details, including without limitation:

- a. editing document contents,
- b. commenting,
- c. filling out or signing form fields,
- d. laying down the document,
- e. copying document contents,
- f. separating pages.

8.

Grupa Allegro reserves the right to apply additional technical and organisational measures to those referred to in points 7 and 8 above, aimed to ensure authenticity of the source and integrity of invoices sent (made available) electronically.



9.

The User may withdraw consent for having invoices sent (made available) in the electronic form at any time by selecting a relevant field in the administration panel of his Account. Other forms of withdrawing consent for having invoices sent (made available) in the electronic form include:

- a. resignation from receiving VAT invoices after logging in to the User Account (closing an invoice account)
- b. submission of a statement on Agreement termination by one of the parties.

10.

A User who has withdrawn consent for having invoices sent (made available) in the electronic form may express his acceptance again by selecting a relevant field in the administration panel of his Account.

11.

Consent for having invoices sent (made available) in the electronic form and withdrawal of the consent shall be effective upon performing the action.

12.

A User who receives VAT invoices sent (made available) in the electronic form is obliged to store them in accordance with separate provisions of law.

13.

Grupa Allegro reserves the right to issue and send a paper invoice to a User, despite the User's consent for having invoices sent (made available) in the electronic form.

14.

Invoices that are sent (made available) in the electronic form shall be available in the administration panel of the User's account for 7 years after the issue date.

Part VII. Commission refund procedure

1.

In justified matters, Allegro may refund a commission to the Seller (Allegro may withdraw from charging a calculated commission).

2.

In order to receive a commission refund, the Seller should fill in a relevant form available on Allegro within 45 days after concluding the sale agreement, subject to Point 3 below.

3.

In exceptional cases, Grupa Allegro may consider the Seller's request for a commission refund after the expiration of the deadline as referred to in Point 2 above, however not later than 90 days after concluding the sale agreement.



Appendix no. 5. Rules on creating “About me” page

1. Content published on the “About me” page cannot infringe any applicable provisions of law or the User Agreement.
2. An “About me” page may not contain addresses of e-shops and websites competitive toward Allegro and conducting sales, and links thereto. The ban referred to in the previous sentence does not apply to the addresses of website owned by Grupa Allegro.
3. The content of an “About me” page may not encourage others shop outside Allegro. In addition, it must not contain ads, advertising content (e.g. suggestions of a purchase or swap) and other forms promoting items and services not offered on Allegro.
4. Irrespective of the foregoing, an “About me” page may not contain information on the course of transactions with other Users.
5. On the “About me” page, the User may publish content saved on external servers (not belonging to Grupa Allegro), however it may not be essential content.
6. A User who registered a general access pharmacy shall publish the following information on the “About me” page:
 - link to the licence to operate a general access pharmacy in the PDF format,
 - data identifying the general access pharmacy: pharmacy data, address and phone number, as well as the name and surname of a pharmacist accepting an order.
7. A User who registered an alcohol point of sale shall publish the following information on the “About me” page:
 - company data
 - name of the point of sale
 - address of the point of sale to which the licence to sell alcoholic beverages containing 4.5% to 18% alcohol, excluding beer, applies
 - rules of transaction completion

Moreover, the User shall publish the following statement on the “About me” page:
“I hereby declare that I sell alcoholic beverages containing 4.5% to 18% alcohol, excluding beer, under a valid licence. An agreement resulting from a Transaction bid is deemed concluded at an alcohol point-of-sale. An item is delivered if a supplier positively verifies the Buyer’s age and sobriety.”



Appendix no. 6. Privacy protection policy

1. Grupa Allegro attaches great importance to the protection of Users' privacy. Grupa Allegro applies due diligence in selecting and using relevant technical and organisational measures which ensure the protection of processed data, including IT security measures, e.g. data encrypting systems. In particular, Grupa Allegro secures data against making it available to unauthorised persons as well as processing them in violation of applicable provisions of law. Grupa Allegro exercises permanent control over data processing and restricts access to data to the possibly largest extent, granting appropriate authorisations only when it is necessary for correct website operations.
2. Users' data has been submitted for registration to the General Personal Data Inspector and recorded in the national personal data registry under number 057223. Grupa Allegro is a data administrator.
3. Personal data is processed under Users' consent and a statutory authorisation to process data requisite to enter into a service agreement with Grupa Allegro and for Allegro Group to perform and settle Allegro services.
4. Providing any personal data is voluntary. Providing data listed in Articles 2.2. and 2.3. of the User Agreement is requisite to conclude an agreement with Grupa Allegro for the provision of services on Allegro. When registering with Facebook.com, a User agrees for Grupa Allegro to retrieve the above mentioned data from Facebook.com. Providing data listed in Article 2.16. of the User Agreement is requisite to purchase Items without previous Registration. Allegro visitors may browse through the offers of Items without Registration or providing personal data.
5. Data provided by a User during Registration is used for accounting purposes, to contact the User within the scope of Allegro and for other activities related to concluding or performing an agreement on the provision of services on Allegro and in order to conclude and perform an agreement concluded as a result of Transaction of sale conducted by Grupa Allegro on Allegro. Under the circumstances specified in the User Agreement, User's current data referred to in the preceding sentence is made available to other Users on condition and within the scope necessary to conclude and perform a Transaction-related agreement. Such data can also be used to verify whether a registering person fulfils the requirements set forth in the User Agreement and provisions of law. Upon User's consent, contact data is used by Grupa Allegro to send to Users information on the company and provided services. The User may resign from receiving such information at any time.
6. In addition, Grupa Allegro occasionally collects Users' demographic and profile data (such as education, age, salary) upon Users' consent by means of surveys sent by e-mail or made available directly on Allegro. Such data is used to review Users' preferences and adapt the offer of Grupa Allegro to Users' expectations as well as to conduct statistical analyses and create a collective image of Users which is then handed over to the marketing partners of Grupa Allegro. Disclosure of data is always voluntary and a User may resign from receiving surveys at any time.



7. Occasionally, Allegro organises competitions. Contact data of Users taking part in a competition may be used upon their consent for the correct organisation of the competition, e.g. to notify the winner. Apart from that, Users' contact data is used to promote other products. A User may resign from receiving information on such products at any time.
8. Occasionally, Allegro organises promotional campaigns. Contact data of Users taking part in a promotional campaign is processed under the applicable provisions of law.
9. Users' data may be made available to entities authorised to receive it on the basis of applicable provisions of law, including appropriate judiciary authorities. Users' data may be made available to third parties in cases specified by Grupa Allegro and upon User's consent.
10. If Grupa Allegro is notified that the User uses Allegro services contrary to the provisions hereof or applicable provisions of law, Grupa Allegro may process the User's personal data within the scope necessary to establish the Customer's liability on condition that Grupa Allegro records the fact of receiving the notification and its content as evidence.
11. Grupa Allegro shall ensure that Users are able to exercise their rights arising from the Act on Personal Data Protection, including the right to access the Users' personal data and correct it, and the right to control the processing of the Users' personal data on principles laid down in the Act. By exercising the right to control the processing of their personal data, the Users are entitled in particular to submit – in cases specified in the Act on Protecting Personal Data – a written and well-grounded request to have the processing of their personal data ceased due to their specific situation as well as to raise an objection to data processing if Grupa Allegro intends to process it for marketing purposes or to making personal data available to data administrators other than Grupa Allegro.
12. Grupa Allegro shall give its Users the ability to review and modify their personal data on principles specified in Article 2.9. of the User Agreement. Grupa Allegro shall give its Users the ability to delete their personal data from the database upon agreement termination referred to in Article 2.5. of the User Agreement and in other cases if it has been provided for in the applicable provisions of law. Grupa Allegro may reject removing a User's data only in cases specified in the applicable provisions of law, in particular if the User has not paid all the amounts due to Grupa Allegro or due to a previous conduct infringing the User Agreement or applicable provisions of law and if preserving such data is indispensable to clarify the circumstances and to establish the User's liability.
13. After obtaining Buyers' personal data from Grupa Allegro, Sellers shall ensure that Users are able to exercise their rights arising from the Act on Personal Data Protection, including the right to access, correct and modify their personal data, and the right to control the processing of their personal data on the principles laid down in the Act. As part of exercising the right to control the processing of their own personal data, Buyers shall have the right to submit a written and well-grounded request to stop the processing of their personal data by Sellers due to an extraordinary situation and the right to raise an objection against the processing of their personal data, and the right to have it removed.



14. Grupa Allegro uses IP addresses collected during Internet connections for technical purposes connected with server administration. In addition, IP addresses are used to collect general statistical demographic information (e.g. about a region the connection is established from). The data may also be linked to data provided by Users in order to receive services provided on Allegro.
15. The Allegro mobile app uses Google Account services to authenticate User's device and verify User's identity. In the authentication and verification process, no User's data processed by an external service operator is acquired or saved.
16. Grupa Allegro uses "cookie" files. Information collected using "cookie" files makes it possible to adapt services and content to the individual needs and preferences of Users as well as to prepare general statistics related to using Allegro by the Users. Disabling the option that makes it possible to save "cookie" files in the Internet browser generally does not prevent Users from using Allegro but may cause some impediments. Detailed provisions concerning "cookie" files have been specified in the [Cookie Policy](#) available on the Allegro main page.



Appendix no. 7. Junior account principles

1. Apart from information referred to in Article 2.2. of the User Agreement, in order to register, people younger than 18 who can become Users should in addition provide their date of birth (Junior Accounts). By registering, a Junior Account User declares to have obtained consent of a legal guardian to conclude agreements on Allegro. The Junior Account User or people obliged by a law or agreement to supervise them shall be held fully liable for actions of the Junior Account User on Allegro, in particular they shall be held fully liable for damage caused to Grupa Allegro and third parties. Having registered, the Junior Account User is marked with a special icon visible for Allegro visitors.
2. When the Junior Account User becomes 18, limitations concerning this User's Account are automatically lifted and the User shall abide by the same rules as apply to the Users of legal age.
3. In a settlement period, i.e. in a given calendar month, fees and commissions charged from the Junior Account User for operations on Allegro must not exceed 50 PLN of a negative balance on the settlement account.
4. The Junior Account User does not have access to all the services offered on Allegro, in particular the Junior Account User:
 - a. may not use the following services:
 - Sales Manager;
 - Allegro Shops;
 - b. may not activate the option of receiving invoices for services provided on Allegro;
 - c. may not buy or sell Items in Transactions listed in the following categories:
 - Real Estate;
 - Erotic;
 - Cars;
 - Motorcycles;
 - Other vehicles and boats;
 - Tobacco products;
 - Weapon;
 - Airguns;
 - Wine;
 - E-cigarettes and accessories;
 - d. may not participate in the Allegro Affiliate Program;
 - e. may not buy Items in Transactions listed on the websites of International Websites.



Appendix no. 8: Terms and Conditions of PayU service for Allegro

Table of contents

- Terms and Conditions of PayU Service
 - Article 1. TERMS AND CONDITIONS OF SERVICE PROVISION
 - Article 2. VERIFICATION PROCEDURE
 - Article 3. PAYU SERVICE FOR BUYERS
 - Article 4. PAYU SERVICE FOR SELLERS
 - Article 5. COMMON RULES OF PROVIDING PAYU SERVICE FOR BUYERS AND SELLERS
 - Article 6. PRIVACY AND CONFIDENTIALITY
 - Article 7. COMPLAINTS PROCEDURE
 - Article 8. FINAL PROVISIONS

Terms and Conditions of PayU

Article 1. TERMS AND CONDITIONS OF SERVICE PROVISION

1.1.

The entity providing the PayU service, hereinafter referred to as “**PayU Service**”, to Users shall be PayU S.A. with the registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 182, entered into the Register of Entrepreneurs kept by the District Court for Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS no. 0000274399, share capital of 4,000,000 PLN, paid in full, tax id no. NIP.: 779-23-08-495, hereinafter referred to as the “**Payment Operator**”. During the provision of PayU Service, the Payment Operator acts as provider of payment services within the meaning of the Act on Payment Services of 19 August 2011 (Journal of Laws 2011.199.1175 as amended), hereinafter referred to as the “**Act**”. The Payment Operator shall be supervised by the Polish Financial Supervision Authority. The Operator has been entered into the register of national payment institutions kept by the Polish Financial Supervision Authority under number IP 1/2012.

1.2.

PayU Service is a payment service as defined in the Act in a scope in which the Payment Operator accepts money transfers made by a Buyer via available payment channels to pay for Items and credited to a Seller’s payment account. The above-mentioned payments shall be transferred upon a monetary obligation arising from agreements concluded between Sellers and Buyers in Transactions. Transactions in categories listed in Appendix no. 4, Part III (Sales commissions) where a sales commission is not charged are not processed via PayU Service. Any references herein to a payment account shall be understood as references to an account administered for the User by the Payment Operator for the purposes of PayU Service.

1.3.

It shall not be required for Users to open a bank account to be able to access and use PayU Service, and any operations connected with it shall not be considered bank operations as defined in the Banking Law.



1.4.

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

1.5.

PayU Service can be provided to Users who dispose of equipment enabling them to access the Internet, including software to browse through online resources, and a bank account kept with a bank based in Poland.

1.6.

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

1.7.

The User shall not incur any additional cost of the provision of PayU Service by the Payment Operator, except of separate payout orders in a special form specified in Articles 5.5. and 5.6. . Remuneration due to the Payment Operator for providing PayU Service shall be settled on the basis of a separate agreement concluded between Grupa Allegro and the Payment Operator. The User shall pay fees related to the provision of PayU Service pursuant to agreements concluded between the User and payment service providers (a bank or an acquirer) and shall incur online data transmission costs related to the use of PayU Service.

1.8.

Any financial operations relating to PayU Service shall be made exclusively in the Polish currency.

1.9.

PayU Service must not be used for any payments other than relating to the settlement of amounts that Buyers owe to Sellers directly under agreements made in Transactions, and other than relating to payouts.

1.10.

By using PayU Service:

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

i) a payment card accepted by a bank or acquirer that cooperate to provide PayU Service – in the case of payments for Items in selected categories,

ii) other payment methods offered by the Payment Operator.

b. Users can request funds to be sent by bank transfer from a payment account to a Seller's bank account referred to in Article 5.2.

1.11.



Every User's Account (My Allegro tab) grants the User constant access to the electronic statement of operations carried out for the User via PayU Service. After the lapse of 60 days, the User may access the data in the electronic form only at a written request addressed to the Payment Operator, subject to Article 1.13.

1.12.

A Seller who has filled out a configuration form in the PayU section on Allegro, correctly and in full, receives access to the electronic statement of payment transactions for a period longer than the one indicated in Article 1.12, however, not longer than 12 months from when they were made, by individually generating such statements. After the 12-month period, the User may obtain the above-mentioned data in the electronic form only upon a written request addressed to the Payment Operator.

1.13

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

Article 2. VERIFICATION PROCEDURE

2.1.

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

2.2.

The Payment Operator reserves the right to discontinue provision of PayU Service for a User if the User's Account has been blocked or actions referred to in Article 8.4 of the User Agreement have been taken. The Payment Operator may also block a payment account under the following circumstances:

- a. a change in the User's data, in particular a bank account number,
- b. outdated or erroneous data needed to process a payment order,
- c. following a notice or a decision of an authorised body,
- d. a suspicion of money laundering. In such case, the Payment Operator shall notify the General Financial Information Inspector (GIIF) and then proceed as per GIIF's instructions.

2.3.



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

2.4.

The User shall undergo an identification process referred to in the Act on Anti-Money Laundering and Counter-Terrorism Financing (i.e. Journal of Laws 2010.46.276 as amended) hereinafter referred to as “User Identification”. For this purpose, the User shall credit the bank account indicated by the Payment Operator with 1.01 PLN from the User’s bank account referred to in Article 5.2. The Payment Operator shall refund such amount in full to the User’s bank account from which it was credited or add it to the first payout referred to in Article 5. The Payment Operator may also perform User Identification following another procedure allowed for by law. This Article shall also apply to a change of bank account referred to in Article 5.2.

2.5.

The User shall follow applicable provisions of law and the rules and procedures set out by the Payment Operator to ensure compliance with the provisions of law and regulations determined by competent payment card associations.

Article 3. PAYU SERVICE FOR BUYERS

3.1.

When providing PayU Service for the Buyer, the Payment Operator shall transfer funds received to the Seller’s payment account. PayU Service for the Buyer is provided until the end of a business day following the day when the Payment Operator received a payment order from the Buyer. The time of receiving a payment order by the Payment Operator shall be the time of crediting the Payment Operator’s bank account with the Buyer’s payment for an Item. The Buyer may not withdraw the Payment Order after it has been received by the Payment Operator.

3.2.

The Payment Operator shall provide PayU Service on the basis of a payment order made by the Buyer via the order form where the Buyer indicates a Seller (the Buyer may place several orders by indicating several Sellers), the amount of payment and a legal title to the payment. If the Payment Operator does not receive any payment order within 10 days after placing the payment order, the order receives the “cancelled” status.

3.3.

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

- a. electronic transfers, including non-cash payments made in the Polish currency;
- b. standard transfers made offline or other electronic transfers,
- c. payment cards, including non-cash payments made in the Polish currency by payment cards licensed by banks to carry out online transactions, in the case of payments for Items in selected categories.



d. other payment options made available by the Payment Operator that allow Buyers to settle with Sellers.

3.4.

In addition, in PayU Service, the Payment Operator shall keep a payment account for the Buyer and upon Buyer's request shall transfer funds kept therein to the bank account indicated by the Buyer or by postal order, subject to Article 5.6. The PayU Service for Buyers shall be provided under a framework agreement, the provisions of which have been contained herein.

3.5.

A competent bank, acquirer or the Payment Operator may impose on a particular Buyer the minimum and maximum amounts of operations made via the PayU Service. Grupa Allegro and the Payment Operator shall not be affected or held liable for any limitations established by the entities referred to in the preceding sentence.

3.6.

In addition, PayU Service enables the Buyer to:

- a. store and change personal data and address,
- b. save a previously used payment option,
- c. access the history of payments made for sellers,
- d. access payment statuses ("started", "rejected", "cancelled", "withdrawn", "ended"),
- e. define payment channels and store data in the system so that it is easier for the Buyer to pay. This option is available only for Buyers who have completed registration referred to in Article 3.7.
- f. pay an additional amount if an amount already paid to the Seller has not been enough to cover Item purchase costs agreed with the Seller.

3.7.

The Payment Operator shall enable the Buyer to use PayU Service in online shops run outside Allegro having obtained the Buyer's consent. The service will be available for Buyers who have registered pursuant to the terms and conditions available at <http://www.payu.pl/checkout/pl/tos>

Article 4. PAYU SERVICE FOR SELLERS

4.1.

When providing PayU Service for the Seller, the Payment Operator shall keep a payment account for the Seller and upon the Seller's request shall initiate a transfer of funds kept therein to the bank account indicated by the Seller or by postal order under the terms specified in Article 5.6.

4.2.



In addition, PayU Service enables the Sellers to:

- a. access the history of credited payments made by Buyers,
- b. access the status of payouts initiated by the Seller (“started”, “cancelled”, “ended”),
- c. refund an amount paid by a Buyer, until ordering a payout.

4.3.

If the Seller fails to fill out or only partially fills out the configuration form referred to in Article [5.3.](#) or if the Seller is not able to perform the identification procedure referred to in Article [5.3.](#), the Seller must not claim that the Buyer has not paid for an Item if funds transferred by the Buyer to the Seller as a payment for the Item have been fully recorded on the payment account.

Article 5. COMMON RULES OF PROVIDING PAYU SERVICE FOR USERS (BUYERS AND SELLERS)

5.1.

In PayU Service, the Payment Operator provides the User with a limited-functionality payment instrument that enables the User to transfer only all of the funds collected on the User’s payment account to the bank account kept by a bank based in Poland. Payout shall be processed for data referred to in Article 5.3.

5.2.

The Payment Operator shall pay out funds collected on the User’s payment account no later than until the end of a business day following the day when the Payment Operator received the payout order from the User. A payout order shall be deemed received:

- a. when the Payment Operator received an order placed by the User – in the case indicated in Article 5.4.(a)
- b. at the beginning of the day indicated by the User in the configuration form – in the case indicated in Article 5.4. (b), 5.5. and 5.6.

In the case indicated in Article 5.4. (a), the User may not withdraw the payout order after it has been received by the Payment Operator.

In the case indicated in Article 5.4. (b), 5.5. and 5.6. The User may withdraw his order of a payout of funds collected on the payment account not later than until the end of the business day preceding the payout day indicated by the User.

5.3.

In order to make the payout referred to in Articles 5.4.-5.6., the User shall fill out the configuration form available on Allegro pages in the PayU section. By filling out the configuration form the User provides the following data: name and surname, address, email address, phone number, bank account number where funds accrued on the payment account shall be transferred to. The above User’s data shall comply with the data of the holder of a bank account from which a payment related to the User



Identification was credited. In the case of Junior Accounts, the above data may be this of a legal guardian of the Account User. In the case of Company Accounts, the User shall provide PESEL, or – if no such is available – date of birth and the number of the identity card of a person authorised to represent the User.

5.4.

When using the payment instrument referred to in Article 5.1., the User may order a payout to his bank account kept in a Polish bank:

a. as a one-time payout (payout on demand),

b. as a recurring payout, defining the frequency thereof (automatic payouts).

Automatic payouts can be processed if there is at least PLN 20 on the payment account.

5.5.

Despite the rule specified in Article 5.1., the Payment Operator shall – upon User's special request – pay out funds accrued on the payment account by transfer to a bank account kept by a bank based outside Poland, however such request is accepted for processing on the first day of month for amounts below PLN 100 and on the first and fourteenth day of month for amounts above PLN 100 (if the first or fourteenth day of month falls on Saturday or Sunday or a public holiday, the payout order is processed on the next business day). The User may place a separate order of payout to a bank account kept by a bank based outside Poland at a different time than mentioned above after having agreed with the Operator on a fee for such order to be paid by the User.

5.6.

Despite the rule specified in Article 5.1., the Payment Operator shall – upon User's special request – processes an automatic payout of funds accrued on the payment account by postal order, on condition that the amount of funds does not exceed PLN 800. Such orders shall be accepted and processed on the first day of month. If the first day of month falls on Saturday or Sunday or a public holiday, the payout shall be made on the next business day. The User may place a separate order of payout by postal order at a different time than mentioned above after having agreed with the Operator on a fee for such order to be paid by the User.

5.7.

The User may pay out funds collected on his payment account to a foreign bank account under Article 5.5. on condition that the User's bank accepts the settlement of payouts in PLN. If the bank referred to in the previous sentence does not settle payments in PLN, the Payment Operator shall not be able to transfer the funds until the User opens an account in a bank that settles transactions in PLN.

5.8.

The Payment Operator shall not be held liable for any delays in transferring funds to the bank account or address indicated by the User under conditions specified in Articles 5.4.-5.6. due to reasons arising after the Payment Operator debits the User's payment account, as well as for failure to transfer or a delay in transferring the funds due to failure to provide or provision of incomplete data by the User, which renders it impossible to make a bank transfer, as well as for any delays resulting from



circumstances beyond control of the Payment Operator, in particular from force majeure.

5.9.

The payout referred to in Articles 5.4.-5.6. shall be effective for the User if correct credentials (login and password) were provided when logging in to the Seller's Account.

5.10.

PayU Service for Users that includes the payment service referred to in Article 1.2. shall be provided under a framework agreement within the meaning of the Act on Payment Services of 19 August 2011, the provisions of which have been presented herein.

5.11.

The PayU Service Agreement (framework agreement) between the User and the Payment Operator under the terms and conditions hereof becomes effective when the User confirms on Allegro the intention to use PayU Service.

5.12.

The PayU Service Agreement shall be concluded for the term of the agreement referred to in Article 2.4. of the User Agreement.

5.13.

Any references herein to a time limit expressed in business days shall mean a day other than Saturday and a public holiday.

5.14.

Any User's correspondence addressed to the Payment Operator shall be sent in the written form to the Payment Operator's address or by electronic means through the form available at <http://allegro.pl/Contact2/Contact2.php>. The correspondence shall contain at least the User's name on Allegro and description of a request.

5.15.

The content of the framework agreement referred to in Articles 5.10. and 5.11. shall be available at http://allegro.pl/country_pages/1/0/zalacznik8.php in a manner that enables its recording and reproduction of saved data in an unchanged form.

5.16.

Upon User's request submitted in the manner referred to in Article 5.14., these Terms and Conditions shall be provided by the Payment Operator in the written (paper) form.

5.17.

The Payment Operator shall be held liable for failure to perform or improper performance of payment transactions under the terms and conditions specified in the Act on Payment Services of 19 August 2011 (Journal of Laws 2011.199.1175 as amended), including Articles 144-146 thereof.

5.18.

The Payment Operator shall inform the User about any amendments to the provisions of the framework agreement included herein no later than 2 months before the date when they are to become effective. The information shall be provided on the Allegro website in a manner that enables its recording and reproduction of data in an unchanged form or in the written (paper) form, on User's request submitted in the manner specified in Article 5.14.



5.19.

If the User does not object to amendments to the framework agreement before their entry into force, it shall be considered that the User has given his consent to them. If the User raises his objection by writing to the Payment Operator's address but does not terminate the framework agreement in the manner specified in Article 5.20., the framework agreement shall expire on a day preceding the effective date of the suggested amendments.

5.20.

Before amendments enter into force, the User may terminate the framework agreement by submitting a written termination notice to the Payment Operator's address. In such case, the framework agreement shall be terminated with immediate effect, however the provision of ongoing PayU Services for Users shall be completed under conditions specified herein.

5.21.

Information on the status of PayU Service and information required to identify User's payment transactions and payouts requested in the manner referred to in Articles 5.3-5.6 is available on the User's Account and is also sent by the Payment Operator to the e-mail address provided by the User. The above information is made available in a manner that enables the Seller to store and reproduce such information in an unchanged form.

5.22.

For the purpose of avoiding any unauthorised payment transactions, the User shall not disclose identification data to any third parties (login, password).

5.23.

The User shall immediately report to the Payment Operator any loss or unauthorised use of his identification data enabling placement of a payment order. Such reports should be made in the manner referred to in Article 5.14. within 13 months from the day on which the User's payment account was debited with the amount of an unauthorised transaction. If the User fails to send the report in the above-mentioned time limit, any User's claims toward the Payment Operator concerning unauthorised, not performed or improperly performed payment services shall expire.

Article 6. PRIVACY AND CONFIDENTIALITY

6.1.

Grupa Allegro shall disclose the personal data of Users (name, surname, residence address, login, e-mail address and phone number) to the Payment Operator to enable the Payment Operator to provide PayU Service and fulfil its duties allowed for in the applicable provisions of law.

6.2.

The personal data disclosure to the Payment Operator concerns data necessary to provide PayU Service and fulfil duties related to the provision thereof (in particular such as: name, surname, street and house number, postal code, city, e-mail address, phone number).

6.3.



The personal data of Users disclosed by Grupa Allegro to the Payment Operator shall be administered within the meaning of the Act on Protecting Personal Data of 29 August 1997 both by Grupa Allegro and the Payment Operator.

6.4.

The personal data of Users disclosed by Grupa Allegro to the Payment Operator shall be processed pursuant to the provisions of law, including the Act on Protecting Personal Data of 29 August 1997 and the Act on Providing Electronic Services of 18 July 2002.

6.5.

The Payment Operator shall apply due diligence in selecting and using relevant technical and organisational measures which ensure the protection of processed data, including IT security measures (e.g. data encrypting systems). The Payment Operator shall secure data against their disclosure to unauthorised persons as well as against other cases of its disclosure, loss, destruction, unauthorised modification or illegal processing. The Payment Operator shall exercise permanent control over data processing and restrict access to the data to the possibly largest extent, granting appropriate authorisations only when it is necessary to properly provide the services.

6.6.

The Payment Operator ensures that Users whose personal data has been disclosed to the Payment Operator by Grupa Allegro are able to exercise their rights resulting from the Act on Protecting Personal Data, including to access their own personal data and correct it as well as the right to control the processing of their own personal data under the terms and conditions specified therein. By exercising the right to control the processing of their personal data, the Users whose personal data has been disclosed to the Payment Operator by Grupa Allegro are entitled in particular to submit – in cases specified in the Act on Protecting Personal Data – a written and well-grounded request to have the processing of their personal data ceased due to their specific situation as well as to raise an objection to data processing if the Payment Operator intends to process it for marketing purposes or to a disclosure of personal data to data administrators other than the Payment Operator.

6.7.

The personal data of Users, whose personal data has been disclosed to the Payment Operator by Grupa Allegro, may be made available to entities that are authorised to receive it under applicable provisions of law, including competent judicial authorities, in particular as part of fulfilling the Payment Operator's duties provided for in the applicable provisions of law and related to the Payment Operator's provision of PayU Service. The personal data of Users, whose personal data has been disclosed to the Payment Operator by Grupa Allegro, may be disclosed – in the scope and time necessary to provide or process the PayU Service and in relation to the service – to third parties, including entities that perform actions for the Payment Operator related to the provision of the PayU Service or which participate in (and benefit from) PayU Service.

Article 7. COMPLAINTS PROCEDURE

7.1.



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

7.2.

A complaint may be lodged in writing to the Payment Operator's address or electronically, using the contact form available on the Allegro web page at <http://allegro.pl/Contact2/Contact2.php?topic=19>. The complaint shall contain at least the name under which the User acts on Allegro (login) and a description of submitted reservations.

7.3.

In case data or information specified in the complaint require completion, before considering it, the Payment Operator shall request a person lodging the complaint to complete it within the indicated scope.

7.4.

The Payment Operator shall consider a complaint within 14 days after receiving it. If considering a complaint requires cooperation between the Payment Operator and a bank which participated in payment processing, this deadline may be extended by the time necessary to obtain relevant information from the bank, however no longer than 90 days after receiving the complaint. The Payment Operator shall inform the User about extension of the consideration period, indicating a reason for the delay, circumstances to be clarified and a deadline for providing the final reply.

7.5.

The User hereby grants consent for a reply to the complaint to be sent to the e-mail address assigned to the User's account. In particularly justified cases, the Payment Operator may send a reply to another e-mail address indicated by the person lodging the complaint, which is not assigned to the Account.

7.6.

The User shall cooperate with the Payment Operator to clarify all the matters connected with complaints considered by payment card issuers, in particular to provide all the necessary Transaction data and – upon each request of the Payment Operator – provide the Payment Operator with copies of documents relating to a Transaction under which the User received a card payment within 7 days from receiving such request, including: a copy of confirmation that an Item ordered by the Buyer has been sent or that an ordered service has been performed. The User shall keep these documents for at least 24 months from the payment date.

7.7.

The User may complain to a body supervising the Payment Operator about the Payment Operator's operation if the operation infringes the provisions of law.

Article 8. FINAL PROVISIONS

8.1.

Within 14 days from concluding the agreement referred to in Article 5.10 and 5.11., the User may withdraw from it without giving any reasons by submitting an appropriate statement in the electronic form to allegro@payu.pl or in writing to the following address: PayU S.A., 60-166 Poznań, ul. Grunwaldzka 182.



8.2.

The User may terminate the agreement referred to in Articles 5.10. and 5.11. at any time by submitting a relevant declaration electronically to allegro@payu.pl or in writing to the following address: PayU S.A. 60-166 Poznań, ul. Grunwaldzka 182.

8.3.

All Buyers who have done shopping on Allegro via PayU Service shall be protected under the Terms and Conditions of “Allegro Buyer Protection Program” available at: http://www.allegro.pl/country_pages/1/0/education/pok/index.php?page=2

8.4.

In matters not covered herein, as well as in relation to definitions used herein and written in capital letters, the provisions of the Allegro User Agreement shall apply, unless otherwise specified herein.

8.5.

The agreement between the User and Grupa Allegro and the agreement between the User and the Payment Operator, the subject of which are services provided by the Payment Operator as PayU Service on the terms and conditions set forth herein, shall be governed by Polish law. The User may complain to a body supervising the Payment Operator about the Payment Operator’s operation if the operation infringes the provisions of law.



Terms and Conditions of Allegro Shops

I. DEFINITIONS

Whenever the terms listed below are used in these Terms and Conditions, they shall have the following meaning:

Allegro

Grupa Allegro Sp. z o.o. with its registered office in Poznań, at ul. Grunwaldzka 182, entered into the Register of Entrepreneurs kept by the District Court for Poznań, under KRS number 0000268796, a Shop operator,

Shop

a service enabling the use of the e-commerce platform operated by Allegro, located on the public Internet and available on www.Allegro.pl.

Allegro User

an entity that meets the terms and conditions of the Allegro User Agreement and correctly registered on Allegro, as a result of which a dedicated Allegro Account has been created and the Allegro User has received access to services provided by Allegro.

Shop User

an Allegro User who meets the provisions hereof and uses the Shop service.

Allegro Account

an account maintained for the Allegro User under a unique name, being a set of Allegro User's data and information on User's actions taken on Allegro.

Allegro User Agreement

terms and conditions which need to be accepted by the Allegro User during the registration process on Allegro.

II. OPENING AN ONLINE SHOP

1. The Shop User may be any Allegro User authorised to use all the functionalities available on Allegro.
2. The Shop User opens a new online shop by filling out an online form available on an Allegro web page.
3. A Shop constitutes an integral part of an Allegro Account. The Allegro User may open and run one Shop on every of its Allegro Accounts.
4. A Shop consists of two integral parts:
 - a. public part – used by the Shop User to offer and sell goods and services via the Internet;
 - b. administrative part – protected by password, available only for the Shop User after logging in to Allegro, to administer and manage the Shop.



III. MAINTENING AN ONLINE SHOP

1. Allegro will provide its services for a Shop User if the User fills out an online Shop activation form correctly and abides by the provisions of the Allegro User Agreement and hereof.
2. The Shop User may resign from its Shop at any time. Before closing the Shop, the User needs to close all the offers listed therein.
3. A Shop User who does not respect provisions of the Allegro User Agreement or hereof may be deprived of the right to use services provided to the Shop User on Allegro, whether in whole or in part.
4. In the shop, the Shop User may not offer for sale cars, motorcycles and other vehicles, forklifts, trailers, semi-trailers, agricultural machines, construction machines, real estate, travel offers related to room rentals and organisation of leisure time, services and live animals other than aquarium and terrarium animals.
5. In principle, Transactions in the Allegro Shop can be listed for 30 days, without prejudice to the case specified in Article 6 below. The User may request automatic relisting of a Transaction after the end of its duration.
6. If the Shop User marks duration of a Transaction with “Until stocks are exhausted” option, the Transaction does not end after 30 days but continues until all items of the listed product are sold or until the Shop User closes the Transaction. Fees for listing such Transactions are charged in a recurring manner every 30 days as per the price list of Allegro Shops specified in Part VI. PAYMENTS below.

IV. RIGHTS AND OBLIGATIONS OF SHOP USER

1. The Shop User represents to have a title to use all trademarks and company signs presented on Shop web pages.
2. The Shop User represents that the content on Shop web pages does not infringe currently applicable provisions of law and property of third parties.
3. The Shop User undertakes to respect provisions of law regulating the pursuit of a Shop business.
4. The Shop User must not include in the Shop description or on the Shop information page addresses of resellers’ online shops and websites or links thereto (in any form).
5. The Shop User must not use the Shop for purposes other than pursuing a business specified herein.
6. The Shop User shall be held fully liable for a false nature of the above representations and failure to meet obligations hereunder.



V. RIGHTS AND OBLIGATIONS OF ALLEGRO.PL

1. Allegro shall make all efforts to ensure reliability and continuity of operations of the Shop and Allegro site. Allegro shall not be held liable for failures and defects in the operations of the Shop and Allegro site caused by factors beyond Allegro control.
2. Allegro reserves the right to block all services provided for the Shop User in case of an infringement of the provisions of law, hereof or of the Allegro User Agreement, distribution of spam messages and other actions violating principles of good practice.
3. Allegro reserves the right to modify the Shop service.
4. Allegro undertakes to furnish the Shop User with the data of Shop Customers in line with the applicable provisions of law in order to properly perform agreements with the Customers.

VI. PAYMENTS

1.

In consideration of the provided Shop service, Allegro will charge the Shop User with fees specified in the price list tables below for relevant categories, without prejudice to differences indicated in the further part: “Books and Comics”; “Automotive”; “Photography”; “Phones and Accessories”; “A/V Devices and Home Appliances”; “Movies”: subcategories “3D discs”, “DVDs”, “Blu-ray discs”, “VCDs”; “Games”: subcategories “Console games” and “PC games”; “Music and Instruments”: subcategories “Compact discs” and “Vinyl records”.

No.	Item	Fee
1.	Subscription for every started 30 days	9.99 PLN
2.	Subscription for the first started 30 days	2.50 PLN
3.	Second and every next photo up to 200kB	0.10 PLN
4.	Scheduled listing (listing with a later start date)	0.05 PLN
5.	Thumbnail photo	0.00 PLN
6.	Offer in bold	2.00 PLN
7.	Highlight (differentiating background colour)	6.00 PLN
8.	Promoting a Transaction featured with the Allegro Standard icon on a department page	19.00 PLN
	Promoting a Transaction not featured with the Allegro Standard icon on a department page	23.00 PLN



Featuring fee		
Category	Fee for Transactions featured with the Allegro Standard icon	Fee for other Transactions
Antics and Art, Grocery, Movies; Games; Collections; Books and Comics; Consoles and Arcades; Music and Instruments; Handicraft; Stage, studio and DJ equipment	9.00 PLN	19.00 PLN
Other categories	15.00 PLN	29.00 PLN

Fees for listing offers in a Shop*	
Price on offer	Fee
1.00 – 24.99 PLN	0.05 PLN
25.00 – 249.99 PLN	0.10 PLN
250.00 PLN and more	0.20 PLN

* excluding fees in categories: “Books and Comics”; “Movies”: subcategories “3D discs”, “DVDs”, “Blu-ray discs”, “VCDs”; “Games”: subcategories “Console games”, “PC games”; “Music and Instruments”: subcategories “Compact discs” and “Vinyl records”, all with a fixed listing fee of 0.05 PLN.

Fees for listing offers in a Shop in the “Automotive” category	
Price on offer	Fee
1.00 – 24.99 PLN	0.05 PLN
25.00 – 249.99 PLN	0.10 PLN
250.00 – 999.99 PLN	0.20 PLN
1000.00 – 4999.99 PLN	0.50 PLN
5,000.00 PLN and more	1.00 PLN

Commission on sale in “Tickets”; “Grocery”; “For children”: subcategories “Children accessories”, “Child safety seats”, “Child’s room”, “Bicycles and vehicles”, “Push chairs”, “Garden toys”; “Home and Garden”: subcategory “Pets”; “Movies”: subcategories “3D discs”, “DVDs”, “Blu-ray discs”, “VCDs”; “Games”: subcategories “Online games (MMO)”, “Consoles and Arcades”,



“Console games”, “PC games”; “Books and Comics”; “Music and Instruments”: subcategories “Compact discs” and “Vinyl records”, “Stage, studio and DJ equipment”; “Clothes, Shoes, Accessories”: subcategories “Clothes”; “Industry”: subcategories “Protective clothing and OHS accessories”; “Sport and Travel”: subcategories “Bicycles and accessories”, “Gym and fitness”, “Skating”, “Team sports”, “Other sports”, “Shooting sports and hunting”, “Social sports and leisure”, “Water sports”, “Winter sports”, “Travel”, “Fishing”; “Beauty”: subcategories “Beauty cosmetics”, “Perfumes and colognes”; “Health”: subcategories “OTC drugs and skin cosmetics”, “Health, medicine” amounts to:

Final price for 1 item	Commission
Up to 100.00 PLN	8% of the final price
100.01 – 1000.00 PLN	8 PLN plus 6% of an amount above 100 PLN
1000.01 – 5,000.00 PLN	62 PLN plus 3% of an amount above 1000 PLN
> 5000.00 PLN	182 PLN plus 1% of an amount above 5000 PLN

Commission on sale in “Antiques and Art”; “Office and Advertisement”, “Jewellery and watches”; “Home and Garden” excluding “Pets”; “For children”: subcategories “School accessories”, “Child feeding”, “Shoes”, “Clothing”, “Events, parties”, “Other”, “Toys”, “Health and Hygiene”; “Games”: subcategories “Gadgets”, “PC other”, “Social”; “Movies”: subcategories “Gadgets, accessories” and “Video tapes”; “Erotica”; “Collectibles”; “Industry” (excluding “Protective clothing and H&S accessories” subcategory); “Music and Instruments”: subcategories “Accessories”, “Videotapes”; “Clothes, Shoes, Accessories”: excluding subcategory “Shoes”; “Handicraft”; “Sport and Travel”: subcategories “Collectibles”, “Extreme sports”, “Martial arts”, “Tennis and similar”; “Health”: subcategories “Make-up”, “Manicure and pedicure”; “Health”: subcategories “E-cigarettes and accessories”, “Vision correction”, “Other” amounts to:

Final price for 1 item	Commission
Up to 100.00 PLN	9% of the final price
100.01 – 1000.00 PLN	9 PLN plus 6% of an amount above 100 PLN
1000.01 – 5,000.00 PLN	63 PLN plus 3% of an amount above 1000 PLN
> 5000.00 PLN	183 PLN plus 1% of an amount above 5000 PLN



Commission on sale in “Computers”, “Photography”, “Phones and Accessories”, “A/V Devices and Home Appliances”

Final price for 1 item	Commission
Up to 100.00 PLN	6% of the final price
100.01 – 1000.00 PLN	6.00 PLN plus 3.75% of an amount above 100 PLN
1000.01 – 5,000.00 PLN	39.75 PLN plus 1.9% of an amount above 1000 PLN
> 5000.00 PLN	115.75 PLN plus 0.6% of an amount above 5000 PLN

Commission on sale in “Automotive category

Final price for 1 item	Commission
Up to 100.00 PLN	8% of the final price
100.01 - 300.00 PLN	8 PLN plus 6% of an amount above 100 PLN
300.01 – 1000.00 PLN	20 PLN plus 1.5% of an amount above 300 PLN
1000.01 PLN – 5000.00 PLN	30.50 PLN
> 5000.00 PLN	50.00 PLN

2. Subscription payments are charged for every start of a 30-day period of service provision in a Shop and are not subject to a refund in case Shop business is suspended or closed during the period. Reopening of a Shop is not subject to another fee unless this is done before the end of the period. If Shop services are re-launched after the lapse of 30 days after making the payment or opening a new Shop, the fee is charged as if another period of service provision started.
3. The Shop User settles payments under the terms and conditions applicable to fees for using Allegro services specified in the Allegro User Agreement.
4. Allegro reserves the right to immediately stop service provision for a Shop User who is in default of payments for Allegro. Resumption of service provision may be conditional upon payment of all the fees that have accrued at the service resumption date, even without being due and payable yet.
5. Payments for Allegro shall be made to the Allegro bank account specified on the User Account.
6. Allegro reserves the right to change the price list of services at any time. The Shop User shall be informed about a change in prices 14 days in advance.



VII. TERMINATION OF THE AGREEMENT

1. The Parties may terminate the Agreement at any time, without prejudice to Part III (2).
2. The Agreement may be terminated by Allegro with immediate effect if:
 - a. a deadline specified in calls for outstanding payments for Allegro has expired ineffectively,
 - b. Allegro User has infringed the provisions hereof or applicable provisions of law,
 - c. User acts to the detriment of Allegro or third parties.

VIII. FINAL PROVISIONS

1. Allegro reserves the right to change the content hereof at any time with at least 7-days' notice (without prejudice to Article 6 in Part VI. PAYMENTS). Shop Users shall be informed about any changes hereof by means of information published on Allegro.pl. Failure to accept these changes means termination of the agreement with Allegro insofar as it concerns pursuit of a Shop business.
2. In any matters not regulated herein, provisions of the Allegro User Agreement shall apply.



Terms and Conditions of Allegro Standard

Article 1. TERMS AND CONDITIONS OF USING THE SERVICE

Article 2. EXEMPTIONS

Article 3. SERVICE DESCRIPTION

Article 4. RIGHTS AND OBLIGATIONS OF USER

Article 5. ROLE OF ALLEGRO

Article 6. CHANGES TO THE USER AGREEMENT AND RESERVATIONS Terms and Conditions of Allegro Standard

Article 1. TERMS AND CONDITIONS OF USING THE SERVICE

1.1.

Allegro Standard is a service available to Users who have accepted these Terms and Conditions and fulfilled all the criteria and conditions that have been specified hereinbelow for Accounts and Transactions respectively.

Criteria for an Account:

1. Score obtained from all the graphical sale assessments received by the User – at least 100 points.
2. Score obtained from all the graphical sale assessments received by the User – at least 20 points in the preceding 2 months.
3. Average score from graphical sale assessments received by the User in the preceding 2 months – at least:
 - Order completion time: 5.0 points (scores lower than 4.0 points are taken into account only if the Buyer selects reason: “delay in shipping caused by Seller”)
 - Shipping cost: 5.0 points.
 - Description matching: 5.0 points.
 - Contact with seller: 5.0 points.
4. Not any warning for an infringement on the “About me” page and in “Message to Buyer” in the preceding 2 months.
5. No account block due to failure to finalize a transaction in the preceding 2 months.
6. Less than 3 disputes ended as unsettled in the preceding 2 months.
7. User registered as Company Account.

1.2.

A Transaction can be marked with the Allegro Standard icon only if:

- a. “Thumbnail” and “Shipping within” options have been added in the sale form,



b. payments are accepted via PayU service,

c. no “Reserve price” has been set.

1.3.

In order to be allowed to list an item in a desired category with the Allegro Standard icon, the User needs to have received at least 10 sale assessments in a corresponding main category in the preceding 6 months. As regards “A/V devices and Home appliances”, “Computers” and “Phones and Accessories” categories, the requirement of at least 10 sale assessments concerns items sold in second-level categories.

Article 2. EXEMPTIONS

2.1.

The Allegro Standard does not cover transactions listed:

a. by Junior account users,

b. on international websites,

c. in categories: Holidays and Real estate, Services and:

- Internet: Computers › Internet,
- Cars: motoAllegro › Cars,
- Motorcycles: motoAllegro › Motorcycles,
- Construction machines: motoAllegro › Construction machines,
- Agricultural machines: motoAllegro › Agricultural machines,
- Other vehicles and boats: motoAllegro › Other vehicles and boats,
- Trailers, semi-trailers: motoAllegro › Trailers, semi-trailers,
- Forklifts: motoAllegro › Forklifts,
- Live animals: Home and Garden › Animals › Live animals

d. in categories in which sold items are sent electronically:

- Phones and accessories › Pre-paid,
- Games › Online games (MMO),
- Games › Consoles and Arcades › Microsoft Xbox 360 › Scratch cards,
- Computers › Internet.

2.2.

The Allegro Standard does not cover Charity transactions.

Article 3. SERVICE DESCRIPTION

3.1.



Allegro Standard distinguishes Transactions of Users who meet high standards of Buyer support. Quality of the shopping process is evaluated by Buyers, however Allegro reserves the right to make the final decision to grant or revoke privileges to mark Transactions with the icon of Allegro Standard.

3.2.

Allegro qualifies Users for participation in the Allegro Standard service once a month until the 10th day of each month on the basis of verification referred in Article 3.3. The qualification day may change for technical reasons.

3.3.

User verification takes into account data from 2 previous calendar months. The end of the verification process falls on the last day of a calendar month.

3.4.

A User who meets the criteria specified in Article 1 is allowed to mark Transactions with the icon of Allegro Standard in a period from the 10th day of the month in which the criteria were met until the 9th day of the next month.

3.5.

Users are informed about the outcome of verification by e-mail. The information on whether the criteria specified in Article 1 have been met or not is also available in My Allegro.

3.6.

Previously qualified Users who failed to meet the conditions and the criteria specified in Article 1 in the past month lose the privilege to mark their Transactions with the icon of Allegro Standard on the 10th day of the following month.

Article 4. RIGHTS AND OBLIGATIONS OF USER

4.1.

A User who has been qualified to the Allegro Standard service receives access to top priority support that Allegro provides by e-mail and to the privilege to mark Transactions with the icon of Allegro Standard.

4.2.

The privilege to mark Transactions with the icon of Allegro Standard is free of charge.

4.3.

The User may mark a Transaction with the icon of Allegro Standard only by using tools available in My Allegro. It is forbidden to use the marks and the name of Allegro Standard in any other form.

4.4

By using the Allegro Standard service, the User has access to the outcome of verification made by Allegro. The outcome is published in My Allegro.

4.5.

The User has the right to resign from the Allegro Standard service, however only at a time when no User's Transactions marked with the icon of Allegro Standard are listed.

4.6.

No User's actions on Allegro may negatively affect Buyers. In particular, the User need to abide by the returns and complaints policy pursuant to the Allegro User Agreement and applicable provisions of law.



4.7.

A User who has marked some Transactions with the icon of Allegro Standard is obliged to take proper care of the highest standard of service even in Transactions not marked with the icon.

Article 5. ROLE OF ALLEGRO

5.1.

In justified cases, Allegro has the right to block User's ability to mark Transactions with the icon of Allegro Standard, whether all or some of them, in particular if the User has failed to abide by the provisions of the Allegro User Agreement and hereof.

5.2.

The User has the right to appeal by e-mail to Allegro's decision about the block referred to in Article 5.1 within 14 days after being notified thereof.

5.3.

Allegro considers appeals within 14 days after receiving them. The decision will be shared with the User by e-mail message sent to the address assigned to the Account.

Article 6. AMENDMENTS TO THE USER AGREEMENT AND RESERVATIONS

6.1.

Allegro reserves the right to amend these Terms and Conditions and launch a new version of the Allegro Standard service. An amendment shall become effective within the term indicated by Allegro, being not shorter than 2 months after its announcement.

6.2.

Allegro reserves the right to amend these Terms and Conditions forthwith in exceptional and urgent cases in order to ensure that transactions on Allegro are secure. Users will be notified of amendments as soon as possible.

6.3.

In any matters not regulated herein, relevant provisions of the Allegro User Agreement shall apply.