Changes to the Allegro Terms & Conditions from June 16, 2025.

This document contains changes in the regulations concerning Allegro.pl, Allegro.cz, Allegro.sk and Allegro.hu. You want to know what we are going to change? For earlier versions of the Allegro Terms & Conditions and descriptions of changes made and planned, see <u>repository</u>.

Allegro Terms & Conditions

(...)

Section 2. Terms & Conditions of participation in Allegro

(...)

2.3.

Natural persons who pursue any business activity, legal persons, or organizational units referred to in paragraph 2.1 shall Register using the appropriate registration form by providing the data specified therein. Subsequently, such entities shall send the Company a copy of the documents confirming the said data concerning their business activity. The obligation to send copies of such documents shall not apply to Users with the registered office in Poland, Czechia, or Slovakia who activated their accounts as part of the Registration by making a fast online payment, a wire transfer, or any other e-transfer from an account of the entity completing the Registration. On behalf of the entities listed in the first sentence of this paragraph, the aforementioned acts may be performed by a person with the appropriate authorization.

The Company reserves the right to demand: additional statements and documents confirming conducting of business activity by entities who have their head office, registered business activity, or actual place of conducting business activity outside of Poland, Czechia, or Slovakia. In the case when the documents referred to in the preceding sentence are drawn up in a language other than Polish, Czechia, or Slovak— also translations into English. Information about the range of additional documents, which entities described in the previous sentence will be obligated to send, will be included in an email message sent by Allegro after the User fills out the registration form.

An entity with a tax identification number issued in a country outside the European Economic Area, Switzerland, Ukraine, or the United Kingdom of Great Britain and Northern Ireland, or having its registered office, registered business, or actual place of business outside the above area and not having an active Account on Allegro may register an Account on Allegro only with the prior consent of the Company. The Company may refuse to grant such consent if the entity

(i) does not dispatch Goods from the territory of a country within the European Economic Area, or

(ii) sells goods already available on Allegro or whose sale, in the Company's opinion, will not have a positive effect on the reputation of Allegro or the security of the transaction.

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The Company does not require the consent referred to above in the case of registering an account as part of the One Fulfillment service.

(...)

2.6.

In order to access all the services provided on the Company and Allegro functionalities, the User must perform full Registration (complete Registration), i.e., besides the obligation to send copies of documents, statements, or translations – referred to in paragraph 2.3 above (if it applies), activate the Account, which can be done by:

a. selecting one of the methods made available by Allegro and available for a specific User:

i) Fast online payment — when the User has an account in one of the banks offering the socalled "fast payments" on Allegro and pays the predetermined amount of PLN 1.01, CZK 10, or EUR 1.00. The full amount of the payment shall be returned to the User to the bank account from which the payment was made,

ii) Payment for the purchased item made using the payment service specified in Appendix No. 7A, 7B, and 7C to the Allegro Terms & Conditions — when the payment for the purchased Goods will be made in the form of an electronic transfer from an account maintained in one of the banks offering the so-called " fast payments" on Allegro (however, the method of activating the Account indicated in this paragraph 2.6. a. (ii) of the Terms & Conditions is available, subject to the other provisions of the Terms & Conditions, only to a User who completed the simplified Registration before 4 April 2022),

iii) Making an electronic transfer — when the User has an account in a bank that does not cooperate with the provider of the payment service specified in Appendix No. 7A, 7B, and 7C to the Allegro Terms & Conditions or does not offer the so-called "fast payments", and pays PLN 1.01, CZK 10, or EUR 1.00 to a bank account specified by the Company. The full amount of the payment shall be returned to the User to the bank account from which the payment was made; or

iii ii a) Use of external authentication services provided by the Company, e.g., Account Information Services (AIS)

iv) iii) Attaching specific documents which make it possible to conduct a verification process (if applicable and the other options are not available); or

(...)

2.9.

The User may register more than one Account provided that a different email address is assigned to each of them. Another Business Account may not be registered with the same tax identification number until the verification process on the existing Business Account has been completed. However, the

possibility of registering more than one Account is not available to an entity that possesses a tax identification number issued issued in a country located outside the European Economic Area, Switzerland, Ukraine, or the United Kingdom of Great Britain and Northern Ireland, or that has its registered office, registered business, or actual place of business outside the aforementioned area, unless it obtains prior consent from the Company. The User with an active Subscription service may, as part of signing into Allegro, switch between any number of Accounts without the need to sign into a given User's Account each time separately. In addition, they can authorize any person to use selected functions related to the processing of Transactions and Offers after signing into the Account. Users shall be fully responsible for any actions and omissions related to the mentioned functions performed by the authorized person.

(...)

2.18.

Information on the fulfillment of the requirements for availability of services on Allegro, referred to, i.a., in Directive (EU) 2019/882 of the European Parliament and of the Council of April 17, 2019, on the accessibility requirements for products and services, and in national legal acts implementing it, is available in the <u>Notice regarding accessibility on Allegro</u>.

(...)

Section 7. Agreement concluded as part of the Offer

(...)

7.3.

Subject to paragraph 3.3, the Buyer concludes an agreement with the Seller, confirming the purchase with the "buy and pay," "buy and pay on delivery," "buy with Pay Business," or "buy with AllegroPay" button, in some cases, clicking on the "buy with Allegro Pay" button will cause an inquiry to be sent to the PESEL (Personal ID No.) restriction database, and if the Buyer's PESEL is restricted, the agreement with the Seller will not be concluded, and the Seller will be notified. Each purchase and some payment methods may be additionally confirmed by mobile device's biometric data, where this functionality has been enabled (the biometric data is stored on the device and is not made available to Allegro). For some payment methods, the conclusion of the agreement with the Seller shall take place after the payment has been authorized, in accordance with the information provided to the Buyer prior to the purchase.

(...)

Section 8. Role of Allegro

(...)

8.3b.

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The Company provides tools allowing for reporting content that is inconsistent with the Allegro Terms & Conditions, but is not illegal by electronic means. In order to submit a report, it is necessary to fill in the appropriate form, including the fields indicated as mandatory. The Company will inform the reporting person of the acceptance of the report.

8.3b. 8.3c.

The Company may suspend, for a limited period of time and upon issuance of a prior warning, the ability to make the notifications referred to in paragraph 8.3a. and 8.3b or to lodge the complaints referred to in Section 21 of the Allegro Terms & Conditions by those persons or entities who frequently submit manifestly unfounded reports or by complainants who frequently lodge manifestly unfounded complaints. When deciding on a suspension, the Company shall take into account relevant facts and circumstances, in particular:

a. the absolute number of manifestly illegal content or manifestly unfounded reports or complaints that have been respectively forwarded, made or lodged during the relevant period;

b. the relative ratio of such number to the total number of pieces of information or reports respectively forwarded or made during the relevant period;

c. the burden of abuse, including the nature of illegal content and its implications;

d. the intent of the recipient of the service, person, entity, or complainant, where identifiable.

(...)

Section 17. Governing law and disputes

17.1.

An agreement between User and the Company, relating to services provided on Allegro by the Company on terms and conditions set forth herein, shall be governed by Polish law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Dz. U. 97.45.286).

In the case of Users who are consumers, the above choice of law shall not exclude the protection afforded to the Users by mandatorily applicable laws of the country in which the User has its habitual residence.

Any disputes between Allegro and a User that is not a consumer, concerning Allegro, including connected with the services provided on Allegro by the Company shall be resolved on a non-exclusive basis by Polish courts of general jurisdiction competent for the registered office of Allegro.

A User being a consumer may initiate out-of-court proceedings to solve a Complaint and enforce claims before the Permanent Arbitration Consumer Court at the Provincial Inspector of Trade Inspection in Poznań. Information on how to initiate such proceedings and on the procedures applicable to dispute settlement can be found at <u>http://www.uokik.gov.pl</u> in the "Consumer dispute settlement" tab (Polish:

Rozstrzyganie sporów konsumenckich). The consumer User may also use the EU ODR platform available at <u>http://ec.europa.eu/consumers/odr/</u>. Detailed information on how to file a complaint can be found <u>here</u>

(...)

Appendix No. 1

Appendix No. 1. Forbidden and restricted Goods

Section 1.

Listing the following types of Goods within the Offer is prohibited or permitted, provided that the indicated Goods meet the conditions specified below and the description of the Goods listed within the Offer contains the indicated contents (Restricted Goods):

(...)

33. Gold in the form of gold bars and their copies and imitations, coins minted after 1800, and silver in the form of bars and their copies and imitations:

Allegro.pl / Allegro.cz / Allegro.sk / Allegro.hu	forbidden , with the proviso that the Goods from the "Investment Products" (excluding the "Scrap gold and silver" subcategory) and the "Collectible Gold Coins" categories may be offered only by entities operating under separate agreements concluded with the Company, however, under the "Investment Products" category, only Goods in which ores represent at least 50% of their value may be offered. In addition, apart from the conditions specified in the preceding sentence, the Seller must also meet all of the following conditions: a. In the case of a Business Account, the Account must have a "Recommended" rating of at least 98% in their Account;
	 b. In the case of a Regular Account, the Account must have a "Recommended" rating ratio of at least 99% in their Account. The dispatch timeframe specified by the Seller in the offer listing form may not be longer than 24 hours. At least 3 months have passed since full Account activation. Following positive verification, i.e., when all requirements described above are met, the Seller shall have the right to set up a new account dedicated solely to selling in the aforementioned categories. In the "Scrap of gold and silver" subcategory, without meeting the requirements described above, it is allowed to sell Goods

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in the form of gold and silver scrap (for example, fragments of
jewelry, broken cutlery, sheet metal, granules, powder, filings,
elements of electrical systems, etc.), whose only value is the
value of bullion, wherein the Goods may not be in other forms,
such as coins and bars.Allegro.sk / Allegro.huforbidden

(...)

65. Substances or mixtures classified as hazardous legally acceptable for sale online in the relevant country:

(...)

69. Goods in the "Chemical Reagents" category:

	allowed , provided that they are offered only by Users who have registered a Business Account
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70. Plant protection products:

Allegro.pl / Allegro.cz / Allegro.sk / Allegro.hu	allowed , provided that they are offered exclusively in the category 'Plant Protection Products' by Users who have registered a Business Account and at the same time meet certain legal requirements to sell them (e.g., entry in the relevant national register).
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(...)

Appendix No. 2

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Appendix No. 2. Rules on creating Offer description

Section 1. Offer description

(...)

1.4.

a. The "Description" field in an Offer, its title, and parameters may contain only information regarding the offered Goods, except for additional information on the manufacturer producer of the Goods and information about other Goods available in the Seller's Offers is permitted in the "Description" field. The information mentioned in the preceding sentence is considered additional and may not represent the majority of the Offer's description. Other information should be posted under appropriate fields (shipping details under the "Delivery and Payment" field, warranty terms under the "Warranty" field, the description of the complaint procedure under the "Complaint" field, the information about termination of the agreement without giving a reason under the "Returns" field, information about the Seller under the "About the Seller" field). If any value in the "Parameters" field of the Offer is not completed by the Seller or is completed ambiguously (e.g., other, different, another, Another brand, Another color, Another type, Another material, Another manufacturer, Another size, Another pattern, Another shape, Another number, Another value, Another use, Another sleeve, Another diameter, Another format, Another width, Another style, etc.), specific data in this field may be populated by the Company based on appropriate and unambiguous information included by the Seller in other fields of the Offer. The Company will inform the Seller of the change referred to in the previous sentence, allowing the Seller to revoke the change by editing the Offer. Save for exceptions provided for in other provisions of the Allegro Terms & Conditions, contact details must be provided only in places specifically designated for that purpose. In the case of Offers posted in the category: "Food > Catering," the "Description" field may contain contact details and information related to the Goods delivery. The above rules do not apply to Offers for which separate agreements made with entities cooperating with the Company otherwise specify the terms and conditions concerning their description.

b. When preparing an Offer on Allegro, the Seller should specify the "Condition" parameter of the Goods as per the following characteristics:

New — means Brand-new Goods: unused, unopened, not repackaged, undamaged without any signs of wear, in the original packaging (where applicable) with undamaged manufacturer markings (such as box seals or clothing labels). means Goods that are brand new, complete, unused without any faults or defects (e.g., scratches, dents, minimal damage). The Goods are in packaging (where applicable) that is original, unopened, and undamaged, with intact security features or manufacturer identifiers (such as seals on boxes or tags on clothes).

New with defects — means completely new Goods: unused, not repackaged, without any signs of wear, but may have a defect/damage that does not affect their usability. Such Goods should be in their original packaging (where applicable) with undamaged manufacturer markings (such as box seals or clothing labels). means Goods that are brand new, complete, unused. The Goods may have minor visual defects (e.g. scratches, dents, minimal damage) that do not affect its functionality and usability. The Goods are

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in packaging (where applicable) that is original, with intact security features or manufacturer. The packaging may have visual defects (may be, e.g., dented, damaged)

(...)

Retreaded — applies exclusively to tires that have undergone a regeneration process whereby a new layer of tread has replaced worn tire tread. Such tires must not be damaged and must be carefully checked using pressure tests. Retreaded tires must not be more than 5 years old. means Goods being a tire that has undergone a reconditioning process, which involves replacing the worn tread by applying a new layer of tread. Such tires must not be damaged and must be thoroughly checked using pressure tests. Retreaded tires must not be damaged and must be thoroughly checked using pressure tests. Retreaded tires must not be damaged and must be thoroughly checked using pressure tests. Retreaded tires must not be more than 5 years old.

(...)

Ex-display — means Goods that may be missing the original packaging or protective packaging or may be in the original packaging that is not sealed or in alternative packaging. The Goods may show slight signs of wear. However, they are fully functional and work as intended with the original or new accessories. means Goods that were displayed in a store. The Goods are complete, may have minor signs of use, but are fully operational and work as intended. The Goods may lack their original packaging.

Open packaging/Repackaged/New without tags — means Goods that may be missing the original packaging or protective packaging or may be in the original packaging that is not sealed or in alternative packaging. The condition of the Goods is very good, new, with no signs of wear except for minor traces due to possible repackaging. The Goods include original accessories.

Repacked — means Goods that are brand new, complete, unused without any faults or defects (e.g., scratches, dents, minimal damage), but have been repacked.

New without tags — means Goods that are brand new, complete, unused, without any faults or defects. The product does not have the manufacturer's tag.

After returns — means Goods that may be missing the original packaging or protective packaging or may be in the original packaging that is not sealed or in alternative packaging. Such Goods may have only minor traces resulting from repackaging or a short time of use. The Goods include original accessories. means Goods that have been previously sold and then returned. Such Goods are complete and may have only minor traces resulting from repackaging or a short time of use. The Goods may lack their original packaging.

(...)

Incomplete/Incomplete set/Incomplete kit — means Goods with no or minimal signs of wear. Such Goods may or may not be in their original packaging. In addition, they may be missing some components of the original kite/set.

Incomplete set / incomplete kit — means Goods that do not have all the elements included in the original set or kit. The Goods have minimal traces of use or none at all. The Goods may lack their original packaging.

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Salvaged/Disassembled — means Goods that have been disassembled from what is referred to as "primary equipment." Such Goods may have signs of assembly related only to transport or preparation of the Good for sale. In addition, such Goods may be missing the original packaging or protective packaging or may be placed in the original packaging that is not sealed or in alternative packaging. Such Goods may have only minor signs resulting from disassembly. means Goods that have been disassembled from what is called the "primary equipment." Such Goods may have signs of assembly related only to transport or preparation of the Goods for sale. Such Goods may have only minor signs resulting from disassembly. The Goods may lack their original packaging.

(...)

Appendix No. 5

Appendix No. 5. Privacy Protection Policy

(...)

SECTION I. DEFINITIONS, PURPOSES AND SCOPE OF APPLICATION OF THE POLICY

Definitions

(...)

2. **Personal Data** — within the meaning of the definition in Article 4(1) of the GDPR, personal data means any information relating to an identified natural person or a natural person identifiable by one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, including first and last name, contact number, email, delivery address for Goods purchased on Allegro, device IP, location data, an online identifier, data and information available in public registers (e.g., in CEIDG, in the REGON database), and information collected by means of cookies and other similar technologies.

(...)

SECTION II. SCOPE OF PERSONAL DATA PROCESSED BY THE COMPANY

(...)

When you use your User Account, we additionally collect information about your activities on the Marketplaces, such as your history of purchases, Offers posted, selected payment methods, and content of comments and reviews.

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(...)

The CompanyAllegro may suggest that you use external authentication services to confirm your identity if the Company has reasonable concerns about the security of the Account or Transaction.

Signing in or Registration on the Platform using the functionalities of Meta Platforms Ireland Limited (Facebook) takes place through joint control controlling of personal data by Meta and the Company Allegro.

The CompanyAllegro and Meta have agreed that Meta shall be responsible for ensuring the enforcement of data subjects' rights, in accordance with Articles 15-20 of the GDPR, in respect of data stored by Meta after the Joint Processing.

The arrangements for joint controlling between the CompanyAllegro and Meta are available at <u>https://www.facebook.com/legal/controller_addendum</u>, and the information on the data that may be processed as part of this joint controlling is available at <u>https://www.facebook.com/legal/terms/businesstools_jointprocessing</u>.

(...)

In order to handle Transactions concluded without prior Registration or logging into the Account, we process your personal data, such as: name, surname, e-mail address, contact number and shipping address.

Making payments on Allegro, including applying for financing purchases with a deferred payment date, requires the Company to make your data available to financial institutions (e.g., Payment Service Operators, financing entities). This includes identification details (e.g., first name, last name, business name), contact details (e.g., email address, contact number, address), data concerning Transactions, their course and execution (e.g., name and category of products, price, delivery address, type of delivery), as well as information related to the device used to access Allegro services (e.g., the IP address).

(...)

If you use the Associated Services, we process your Personal Data which is necessary for the proper provision of those services. Where necessary for the provision of an Associated Service, we receive your Personal Data, including the current status of your loan application, the payment status, and the amount of the available revolving limit, details necessary to offer or make an insurance agreement, including to grant premium reductions, from third-party providers also offering their financial services and/or other services through the Company Allegro.

(...)

In connection with our marketing activities, we may based on the legitimate interests of the Company or the legitimate interests of the entities that cooperate with the Company, in particular, as part of Additional Services, or on your consent, or as part of the performance of a contract concluded with you, process information helping us to match advertising and content to your preferences and expectations (including in connection with displaying behavioral advertising). This information may

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include, for instance, data stored by cookies, data available in public registers concerning entrepreneurs (e.g., subject of entrepreneurs' business activity, status of entrepreneurs' business activity), or your viewing behavior, including the Offers viewed and your preferences in this respect. Additionally, based on the above prerequisites, we will also process your contact details, including the data necessary to send any information, including commercial information that you have specified (contact number or email).

We may also process your Personal Data **for analytical and statistical purposes**, **including surveys**. To this end, we will use mainly information about your activity on the Marketplaces, including that relating to the usage of individual services or functionalities, as well as Personal Data concerning your preferences and expectations. In addition, we may process data available in public registers concerning entrepreneurs (e.g., the subject of entrepreneurs' business activity, the status of entrepreneurs' business activity). The Company may collect your Personal Data, such as age, by means of surveys sent to Users by email or made available directly on the Marketplaces. Your Personal Data may also be used to **guarantee an adequate level of security of the Marketplaces**. In this context, the Company uses a digital fingerprinting technology, which involves taking the 'digital fingerprints' of User devices to identify a device you are using or an application you are installing. The information about you that we collect in this respect can be Personal Data. We may process Personal Data such as your IP address, data stored by cookies, specifications of your software and hardware, device setup (such as details of installed plugins) or your viewing behavior (including the use of network communication protocols), sites viewed, and use of the Mobile Application.

(...)

SECTION III. PURPOSES OF, GROUNDS FOR AND PERIOD OF PERSONAL DATA PROCESSING BY THE COMPANY

(...)

Associated Services, including third-party financial services

In connection with its business activities, the Company enables you to use Associated Services provided or shared by the Company or third parties. Associated Services include but are not limited to Odroczona Płatność dla Firm [Deferred Payment for Business], Usługa Dostawy [Delivery Service] (as part of which the Company provides the Wysyłam z Allegro [Shipping with Allegro] functionality for Sellers), Allegro Protect, Allegro Pay, Family Group Functionality, insurance services, payment services, or the provision of services in connection with the fulfillment of Fundraising Goals in Charity Offers (as defined in Appendix No. 17 to the Terms & Conditions). The above services or functionalities support the core activities of the Company or help you use the Company services, for instance, by financing the Transactions, securing them, or enabling complaints. Associated Services can be provided or shared on the terms set out in the Terms & Conditions (including its appendices) or subject to separate terms and conditions, including those issued without participation of the Company by suppliers of such services or functionalities.

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(...)

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

In order to offer you and provide you with certain financial services, the Company may collect and process Personal Data contained in public business registers, such as:

- identification data (e.g., NIP (Tax Identification Number));
- data on your business activity (place of business activity, date of commencement, suspension, resumption, and termination, including business activity being removed from the register, and its subject matter);
- information about any bankruptcy/recovery proceedings.

(...)

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

Purpose of processing Personal Data	Legal grounds for processing Personal Data	Period of storage of Personal Data for the specific purpose (retention period)
Taking steps to enter into a contract and provide the Allegro Pay Business	Article 6(1)(b) of the GDPR (necessary for entering into and performance of a contract)	Until the service contract has been performed
Taking steps to enter into a contract and provide the Allegro Seller Finance service	Article 6(1)(b) GDPR (necessary for entering into and performance of a contract)	Until the service contract has been performed
Taking steps to enter into a contract and provide the B2B Installments service	Article 6(1)(b) of the GDPR (necessary for entering into and performance of a contract)	Until the service contract has been performed
Processing of Personal Data from public business registers for the purpose of offering and providing financial services	Article 6(1)(f) of the GDPR (legitimate interest of the Company in improving the quality of services provided to the User)	Until the use of Company services is discontinued, or until an effective objection to Personal Data is expressed
Provision of the Delivery Service (also when Sellers use the Shipping with Allegro functionality)	Article 6(1)(b) of the GDPR (necessary for the performance of a contract for services provided by the Company via the Marketplaces, including the Delivery Service)	Until the service contract has been performed
Taking steps to enter into a contract and provide the Allegro Pay service	Article 6(1)(b) of the GDPR (necessary for entering into and performance of a contract)	Until the service contract has been performed
Taking steps to enter into a contract and provide services related to the fulfillment of the Fundraising Goals in Charity Offers	Article 6(1)(b) of the GDPR (necessary for entering into and performance of a contract)	Until the service contract has been performed

Allegro sp. z o.o. z siedzibą w Poznaniu, przy ul. Wierzbięcice 1B, 61-569 Poznań, wpisana do rejestru przedsiębiorców prowadzonego przez Sąd Rejonowy Poznań - Nowe Miasto i Wilda w Poznaniu, VIII Wydział Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS: 0000635012, kapitał zakładowy: 40 000 000 złotych, posiadająca numer identyfikacji podatkowej NIP 525-26-74-798, REGON 365331553

Buyer's Protection under sales	Article 6(1)(b) of the GDPR	For the maximum period of 24
contracts with other Users entered	(necessary for the performance of a	months after the Transaction ended
into via the Marketplaces	contract)	months after the mansaction chaca
Paying out compensation in the	Article 6(1)(b) of the GDPR	Until the service contract has been
Allegro Protect	(necessary for the performance of a	performed
Allegio Protect		penormed
Cumpart for credit convisor including	contract)	Until the termination of the use of
Support for credit services, including	Article 6(1)(f) of the GDPR (legitimate	
for the purpose of selecting a third-	interest of the Company in	Company services or expressing an
party provider and transaction	improving the quality of services	effective objection to Personal Data
handling, in particular, by assessing	provided to the User)	processing
the borrowing potential of Users		
based on their activity on Allegro		
Taking actions aimed at concluding	Article 6(1)(b) of the GDPR	Until the service agreement has
an insurance agreement by you,	(necessary for entering into and	been performed
including granting you a discount in	performance of a contract)	
the insurance premium		
Supporting insurance for purchased	Article 6(1)(f) GDPR (legitimate	Until the termination of the use of
Goods	interest of the Company in	Company services or expressing an
	improving the quality of services	effective objection against Personal
	provided to the User)	Data processing
Ensuring that payment services are	Article 6(1)(f) of the GDPR (legitimate	Until the termination of the use of
provided and sales commissions are	interest of the Company in	Company services or expressing an
paid on Transactions, securing	improving the quality of services	effective objection to Personal Data
payments on the Marketplaces	provided to the User)	processing
Enabling contact with a public	Article 6(1)(a) GDPR (User consent)	Until consent is withdrawn
benefit organization if you make a		
payment on the		
charytatywni.allegro.pl platform, or		
customizing offers and services		
based on your previous activity		
Compliance with statutory	Article 6(1)(c) of the GDPR in	5 years starting from the end of the
obligations arising from tax and	conjunction with Article 70 § 1 of the	calendar year in which the tax was
accounting provisions concerning	Tax Ordinance Act (necessary for	due for payment
the settlement of Associated	compliance with a legal obligation)	
Services, where necessary		
Compliance with statutory	Article 6(1)(c) of the GDPR in	5 years starting from the year
obligations arising from tax and	conjunction with Article 74 of the	following the fiscal year in which the
accounting provisions concerning	Accounting Act (necessary for	Transaction was made
the settlement of Associated	compliance with a legal obligation)	
Services, where necessary		
Exercising and defending claims	Article 6(1)(f) of the GDPR (legitimate	Until the last day of the calendar
arising from a contract or related to	interest of the Company in the	year following the expiration of a
the provision of Associated Services,	protection of the Company's rights)	period of 3 years after the
including debt collection and		termination of the service
participation in court, arbitration,		
and mediation proceedings		
Using the Family Group Functionality	Article 6(1)(b) of the GDPR	Until the service contract has been
, , , , , , , , , , , , , , , , , , ,	(necessary for entering into and	performed
	performing a contract)	

(...)

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Loyalty programs, competitions, promotional campaigns

(...)

If you take part in a program, competition, or promotional campaign, your Personal Data may be used by the Company in accordance with the table below. However, more specific rules for processing Personal Data may be set out in dedicated event terms and conditions. Additionally, your Personal Data can be processed for other purposes, including analytical and marketing purposes, creating autonomous tools to automate processes on the Platform, marketing purposes and to guarantee the security of our services, as you will learn from further sections of this section of the Policy.

(...)

Marketing activities

(...)

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

(...)

Analytical and statistical activities and surveys

Your Personal Data can be processed by the Company for analytical and statistical purposes. In this case, we use your Personal Data for the purposes of activity analysis, identification of purchase preferences, creating autonomous tools to automate processes on the Platform, and improving the Company's functionalities and service quality. Whether the Company will be permitted to process information collected through cookies and similar technologies for analytical and statistical purposes depends on the User's consent to the storage of this information in the User's terminal device. For more information, see section IV of the Policy.

(...)

Ensuring the security of the provided services and enforcing the terms of the Allegro Terms & Conditions

(...)

The Company Allegro, acting as a postal Provider, fulfils obligations in the scope of applying specific restrictive measures, including the obligation to freeze the assets of persons entered on the relevant

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sanctions lists, in accordance with the regulations on counteracting money laundering and terrorism financing.

(...)

SECTION V. USERS' RIGHTS IN THE CONTEXT OF PERSONAL DATA PROCESSING AND HOW TO EXERCISE THEM

(...)

Please note that you may **lodge a complaint** in relation to us processing your Personal Data with a supervisory authority, i.e., the President of the Office of Personal Data Protection (address: Prezes Urzędu Ochrony Danych Osobowych, ul. Stawki 2, 00-193, Warszawa ul. Moniuszki 1A, 00-014 Warszawa).

(...)

SECTION VII. TRANSFERS OF PERSONAL DATA TO COUNTRIES OUTSIDE THE EUROPEAN ECONOMIC AREA

(...)

At the same time, as part of cooperation with processors, data processing may be further entrusted to entities that may transfer data to countries outside the European Economic Area. Parties that systematically process data for Allegro include:

(...)

- Snowflake Computing Netherlands, B.V. with its registered office in Amsterdam, the Netherlands, in connection with the use of Personal Data processing services offered by this entity, aimed at ensuring the provision of services offered on Allegro by the Company.
- Genesys Cloud Services BV with its registered office in Amsterdam, the Netherlands, in connection with the use of personal data processing services offered by this party to ensure the provision of services offered on Allegro by the Company.

(...)

Appendix No. 10

Appendix No. 10: Adding and using Products

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Section 1. Adding Products

(...)

5. In order to create a Product proposal, the User shall provide all the data and add elements defined by the Company, and, in particular, the User shall:

a. select the category of the proposed Product that corresponds to the main function performed by the product, where it is possible to correctly complete all parameters corresponding to the relevant product, as determined by the Company,

b. specify the name of the proposed Product corresponding to the name of the category determined as per paragraph 5(a) above, or to Goods offered in the category determined in this way,

c. complete all the mandatory parameters present in the relevant category, including the parameters identifying the proposed Product,

d. add images of the proposed Products that meet the requirements for images indicated in Appendix No. 2 to the Terms & Conditions,

e. add a proposed Products' description.

All the data must be provided and all elements indicated by the Company must be added in order for the Product to be created.

The proposed Product description referred to in sub-paragraph (d) (e) above may refer only to the features, properties, and functionalities of the target Product. The said description must not contain any other content, including content relating to any transaction concerning the proposed Product.

(...)

Appendix No. 14A

Appendix No. 14A. General Terms and Conditions of the Cooperation Related to the Mail Order Sales of Veterinary Medicinal Products

(...)

Section 3. Registering Product sales

3.1.

In order to start selling Products, the Seller must complete the registration procedure referred to in this Section 3. When using a Business Account held by the Seller or during the procedure for setting up a Business Account in accordance with paragraph 2.3. of the Allegro Terms & Conditions, the Seller shall fill in the relevant registration form, in accordance with facts and the legal status and on the basis of the

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copies of documents submitted held by the Seller confirming the submission to the List at least 7 days earlier. The registration form includes at least the following data: The registration form must include at least the following data:

a. the Seller's company name, address, and registered office, and if the Seller is a natural person conducting business activity, the address of their place of business;

b. a. indication of the Seller's entry in the List in the form of a link (hyperlinks);

c. b. the Seller's statement that it is an entity authorized under applicable laws to sell Products in the form of Internet retail sales of OTC;

d. c. the Seller's statement that it runs/does not run the business in the form of a Polish Care Facility or as a Czech Veterinary care provider, within the Business Account selling the Products;

e. d. in the case of submitting a statement on running a Polish Care Facility or running the business as a Czech Veterinary care provider (referred to in sub-paragraph d) c. above), a declaration of the Seller on their commitment to comply with the applicable regulations governing the operation of Polish Care Facilities, including in particular the Act of 18 December 2003 on Animal Care Facilities in its current wording or providing the business as a Czech Veterinary care provider, including in particular the Act No. 166/1999 Coll., on veterinary care in its current wording;

f. e. the Seller's statement that it undertakes to comply with the applicable regulations on the advertising and sale of Products, in particular with the relevant provisions of the Regulation and the Polish Pharmaceutical Law Act and the Czech Medicinal Products Act;

g. f. if the Seller is registered in the List by the competent state authority of the Czech Republic

- the statement that it complies with the rules of good practice for sellers of Selected Veterinary Medicinal Products (CZ), and all obligations of the Seller for the storage, packaging, handling, transport, timeliness of dispatch and delivery, delivery and claims of Selected Veterinary Medicinal Products (CZ), and
- the statement that, upon positive verification of the Seller pursuant to clause 3.2 of these General Terms and Conditions, it complies with its obligation to notify the commencement of the sale of the Selected Veterinary Medicinal Products (CZ) under the Allegro system in a timely manner; and
- the statement that it provides an information service provided by a competent person during the specified operating hours.

(...)

Appendix No. 16

Appendix No. 16 General Terms & Conditions of Delivery Service

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(...)

Section 2. Terms and Conditions of Delivery Service (Allegro.pl)

(...)

14. Transfers of an amount equal to the funds collected from the Recipient:

a. for the Services provided based on the Delivery Service without the use of the 'SwA' Functionality as part of the delivery options: Allegro DPD Courier Cash on Delivery, Allegro Pocztex courier cash on delivery, Allegro Pocztex pick-up point cash on delivery shall be made by the Carrier to the Seller's bank account indicated by the Seller to the Carrier and shall be made in accordance with the Carrier's Terms & Conditions;

b. for the Services provided based on the Delivery Service with the use of the 'SwA' Functionality as part of the delivery options: Allegro UPS Courier Cash on Delivery and Allegro DPD Courier Cash on Delivery and Allegro DPD Pickup Payment on Delivery, Allegro DHL Courier Cash on Delivery shall be made by the Company via as the Payment Operator, to payment account accessible to the Seller and indicated by the Seller on the Account, within 2 business days from Allegro receiving the status confirming delivery the delivery of the Parcel, and shall be made in accordance with the Carrier's Terms & Conditions;

c. for the Services provided based on the Delivery Service with the SwA Functionality in the delivery options: Allegro DPD Courier Poland payment on delivery is made by the Company through the Payment Operator, within 2 business days from Allegro receiving the status confirming delivery the delivery of the Parcel, and it is made in accordance with the Carrier's Terms & Conditions.

(...)

Section 6. Complaints concerning the Delivery Service, as well as Services and Additional Services (Allegro.cz)

(...)

10. In case the Carrier, who is a postal services operator, does not accept the complaint or does not deal with a complaint of User, who is a consumer, such User shall have the right to take advantage of the out-of-court method of handling complaints and exercising claims before the Czech Telecommunication Office (Český telekomunikační úřad). Information on how to access the above-mentioned dispute resolution method and procedures is available at: <u>https://www.ctu.cz/mimosoudni-resenispotrebitelskych-sporu</u>. Users who are consumers can also use the EU ODR online platform available at: <u>http://ec.europa.eu/consumers/odr/</u>

(...)

Section 6. Complaints concerning the Delivery Service, as well as Services and Additional Services (Allegro.sk)

(...)

8. In case the Carrier, who is a postal services operator, does not accept the complaint or does not deal with a complaint of User, who is a consumer, such User shall have the right to take advantage of the out-of-court method of handling complaints and exercising claims before the Czech Telecommunication Office (Český telekomunikační úřad). Information on how to access the above-mentioned dispute resolution method and procedures is available at: <u>https://www.ctu.cz/mimosoudni-resenispotrebitelskych-sporu</u>.<u>Users who are consumers can also use the EU ODR online platform available at: <u>http://ec.europa.eu/consumers/odr/</u></u>

(...)

Section 6. Complaints concerning the Delivery Service, as well as Services and Additional Services (Allegro.hu)

(...)

8. In case the Carrier, who is a postal services operator, does not accept the complaint or does not deal with a complaint of User, who is a consumer, such User shall have the right to take advantage of the out-of-court method of handling complaints and exercising claims before the National Media and Communications Authority (Nemzeti Média- és Hírközlési Hatóság). Information on how to access the above-mentioned dispute resolution method and procedures is available at: https://nmhh.hu/tart/report/30/Posta Users who are consumers can also use the EU ODR online platform available at: http://ec.europa.eu/consumers/odr/

(...)

Appendix No. 22A

Appendix No. 22A. Allegro.cz

(...)

Section 2. Differences and exceptions

(...)

2. In addition to the criteria described by the Terms & Conditions, the selection of a Representative Offer for a Product on Allegro.cz also takes into account information whether the relevant offer has a free delivery option or is covered by the Allegro Smart! Program and country of dispatch.

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(...)

6. Users who are consumers can also use the EU ODR online platform available at: <u>http://ec.europa.eu/consumers/odr/</u>.

7. 6. The Recommendation System described in paragraph 23.1 of the Allegro Terms & Conditions shall take into account the following factors:

a. details about the Offer: Offer title, Offer price, Offer category, number of co-viewings of the Product with other Products, number of purchases of the Product, number of co-purchases of the Product with other Products,

b. details about the Product: Product title, Product category.

8. 7. Under the conditions specified in Appendixes No. 7A, No. 7B, and No. 7C to the Allegro Terms & Conditions, in the case referred to in paragraph 5.12(b) of the Allegro Terms & Conditions, i.e., in a situation where the Buyer has withdrawn from the contract and returned the Goods to the Seller using the functionalities available within Allegro, the Seller, by accepting the regulations of the given Payment Service Provider, authorizes the Company to forward an order to the payment service operators specified in Appendixes 7A, 7B, and No. 7C to the Allegro Terms & Conditions for the payment of funds recorded in the settlement tool maintained for the Seller, in order to refund the amounts paid by the Buyers for the purchased Goods, the order may be placed after 7 days - counted from the date of receipt of the returned Goods by the Seller.

(...)

Appendix No. 22B.

Appendix No. 22B. Allegro.sk

(...)

Section 2. Differences and exceptions

(...)

2. In addition to the criteria described by the Terms & Conditions, the selection of a Representative Offer for a Product on Allegro.sk also takes into account information about the expected delivery time (we first display offers whose expected delivery time is shorter) and whether the relevant offer has a free delivery option or is covered by the Allegro Smart! Program and country of dispatch.

(...)

6. Users who are consumers can also use the EU ODR online platform available at: <u>http://ec.europa.eu/consumers/odr/</u>.

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7. 6. Under the conditions specified in Appendixes No. 7A, No. 7B and No. 7C to the Allegro Terms & Conditions, in the case referred to in paragraph 5.12(b) of the Allegro Terms & Conditions, i.e. in a situation where the Buyer has withdrawn from the contract and returned the Goods to the Seller using the functionalities available within Allegro, the Seller, as part of the acceptance of the regulations of the given Payment Service Operator, authorizes the Company to forward an order to the payment service operators specified in Appendixes 7A, 7B and No. 7C to the Allegro Terms & Conditions for the payment of funds recorded in the settlement tool maintained for the Seller, in order to refund the amounts paid by the Buyers for the purchased Goods, the order may be placed after 7 days from the date of receipt of the returned Goods by the Seller.

Appendix No. 22C.

Appendix No. 22C. Allegro.hu

(...)

Section 2. Differences and exceptions

(...)

2. In addition to the criteria described by the Terms & Conditions, the selection of a Representative Offer for a Product on Allegro.hu also takes into account information about the expected delivery time (Offers with a shorter expected delivery date are displayed first) and whether the relevant offer has a free delivery option or is covered by the Allegro Smart! Program and country of dispatch.

(...)

6. Users who are consumers can also use the EU ODR online platform available at: <u>http://ec.europa.eu/consumers/odr/</u>.

7. 6. At the moment of listing an Offer presenting a durable data carrier on Allegro.hu in the categories listed on the website: <u>https://help.allegro.com/sell/pl/a/LRGD5kODbc3</u>, the Seller transfers to the Company the obligation to provide the Buyer with a unique code in electronic form to remove data from such a carrier. In this case, the Company will bear no liability other than providing the Buyer with the said code, particular, the Company will not be liable for the validity, replacement, returns of codes and neither will bear liability for the operation of the application provided by the Hungarian public authorities and intended to handle the data deletion process. The Seller will remain responsible for providing the Buyer with a code to delete data in the event of listing Goods on Allegro.hu which are a permanent data carrier in other categories not mentioned above.

8. 7. Under the conditions specified in Appendixes No. 7A, No. 7B and No. 7C to the Allegro Terms & Conditions, in the case referred to in paragraph 5.12(b) of the Allegro Terms & Conditions, i.e. in a situation where the Buyer has withdrawn from the contract and returned the Goods to the Seller using the functionalities available within Allegro, the Seller, by accepting the regulations of the given Payment Service Provider, authorizes the Company to forward an order to the payment service operators



specified in Appendixes 7A, 7B, and No. 7C to the Allegro Terms & Conditions for the payment of funds recorded in the settlement tool maintained for the Seller, in order to refund the amounts paid by the Buyers for the purchased Goods, the order may be placed after 7 days from the date of receipt of the returned Goods by the Seller.

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