



*Changes to the Allegro Terms & Conditions from October 1, 2024.*

*The document below takes into account the changes in the regulations concerning Allegro.pl, Allegro.cz and Allegro.sk.*

# Allegro Terms & Conditions

(...)

## Section 1. Definitions

(...)

### **PAYMENT SERVICE PROVIDER**

~~The payment service provider specified in Appendixes No. 7A and 7B to the Terms & Conditions.~~ means one or all of the payment service providers specified in Appendixes 7A, 7B, and 7C to the Allegro Terms & Conditions — depending on which operator the User has an active agreement with

(...)

## Section 2. Terms & Conditions of participation in Allegro

(...)

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 so-called “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, and Appendix No. 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, ~~and Appendix No. 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

(...)

## Section 5. Commencing a Transaction

(...)

5.8.

Besides enabling Buyer to perform payment for Goods via services mentioned in paragraph 5.7., Sellers may allow Buyers to complete payments for Goods also by using the “cash on delivery” option, or by paying directly at the place of the Goods collection. Payment on delivery payments made by the Buyer shall be processed under the conditions of the payment on delivery service provider's terms of use which are available here:

- [Allegro sp. z o.o.](#)
- [DPD Polska sp. z o.o.](#)
- [InPost sp. z o.o.](#)
- [Poczta Polska S.A.](#)
- [UPS Polska sp. z o.o.](#)
- [DHL Parcel Polska Sp. z o.o.](#)
- [Packeta Poland sp. z o.o. \(in Czechia as Zásilkovna\)](#)
- ~~[WE|DO CZ s.r.o.](#)~~ [Allegro Retail a.s.](#)

(...)

5.13.



Upon the conditions set out in Appendixes No. 7A, ~~and 7B, and 7C~~ to the Terms & Conditions:

a. in the case referred to in paragraph 5.12.a above, the Seller may ask the payment services operators referred to in Appendixes Nos. 7A, ~~and 7B, and 7C~~ ~~of to~~ the Terms & Conditions, on the basis of information provided by the Company, to pay out the funds available in the settlement tool kept for the Sellers in order to return the amounts paid by the Buyers for the Goods;

b. in the case referred to in sub-paragraphs 5.12.b and c above, the Seller, as part of the acceptance of the terms and conditions of a particular payment services operator, shall ask individual payment services operators referred to in Appendixes Nos. 7A, ~~and 7B, and 7C~~ of the Terms & Conditions, respectively, on the basis of information provided by the Company, to temporarily suspend the payouts of funds available in the settlement tool kept for the Sellers in order to return the amounts paid by the Buyers for the Goods, as well as to submit instructions concerning such returns. Pursuant to the conditions provided for in Appendixes Nos. 7A, ~~and 7B, and 7C~~, the Seller may subsequently revoke these instructions.

(...)

## Section 8. Role of Allegro

(...)

8.8.

In the cases referred to in paragraph 8.9. below, payment service providers specified in Appendixes Nos. 7A, ~~and 7B, and 7C~~, acting upon the order of the Company in relation to the Seller's authorization resulting from the agreement executed under the Terms & Conditions, and on the basis of the information provided by the Company, are entitled to temporarily withhold the payout of the Seller's funds in cases and on conditions provided for in detail in Appendixes Nos. 7A, ~~and 7B, and 7C~~ ~~of to~~ the Allegro Terms & Conditions ("Payout Withholding").

(...)

8.10.

The Company shall order payment service providers specified in Appendixes Nos. 7A, ~~and 7B, and 7C~~ to apply Payout Withholding in the case of the Accounts referred to in sub-paragraph 8.9(c) above, immediately after positive verification of the Notification referred to in paragraph 5.9 above by the Company.

(...)

## Section 18. Appendixes

18.1.

The Terms & Conditions contains the following appendixes which constitute its integral part:

(...)

Appendix No. 7B: Terms & Conditions of Przelewy 24 service within Allegro.pl;

(...)

## Appendix No. 4

### Appendix No. 4 Fees and sales commissions

(...)

## ARTICLE 17. DELIVERY AND ADDITIONAL SERVICES COSTS (ALLEGRO.CZ)

(...)

### 4. Allegro – Delivery Service – ~~WE|DO~~ – fees for Services and Additional Services.

a. The Delivery Service referred to in Appendix No. 16 of the Allegro Terms & Conditions provided by a Service Provider [Allegro Retail a.s. WE|DO CZ s.r.o.](#), which provides the Services as part of the following delivery option:

- Allegro ~~WE|DO~~ **One Courier**
- Allegro ~~WE|DO~~ **One Courier** payment on delivery
- Allegro ~~WE|DO~~ **One Pick-up Point**
- Allegro ~~WE|DO~~ **One Pick-up Point** payment on delivery
- Allegro ~~WE|DO~~ **One Parcel Lockers**
- Allegro ~~WE|DO~~ **One Parcel Lockers** payment on delivery

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

Name of service	Service code
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<b>Allegro WE-DO One Pick-up Point</b>	<b>WEDO_POINT_P1-ONE_POINT_P1</b>
<b>Order value in range</b>	<b>Gross fee under Allegro Smart!</b>
CZK 200 – 298.99 gross	CZK 8.79 – for each parcel
CZK 299 – 398.99 gross	CZK 11.59 – for each parcel
CZK 399 – 498.99 gross	CZK 15.99 – for each parcel
CZK 499 – 698.99 gross	CZK 22.09 – for each parcel
CZK 699 – 998.99 gross	CZK 36.99 – for the first parcel, for each additional parcel CZK 22.09 gross
from CZK 999 gross	CZK 47.99 – for the first parcel, for each additional parcel CZK 22.09 gross
<b>Order value in range</b>	<b>Gross fee under the Delivery Service</b>
Regardless of the order value	CZK 59 for each parcel

Name of service	Service code
<b>Allegro WE-DO One Parcel Lockers</b>	<b>WEDO_BOX_P2-ONE_BOX_P2</b>
<b>Order value in range</b>	<b>Gross fee under Allegro Smart!</b>
CZK 200 – 298.99 gross	CZK 8.79 – for each parcel
CZK 299 – 398.99 gross	CZK 11.59 – for each parcel
CZK 399 – 498.99 gross	CZK 15.99 – for each parcel

CZK 499 – 698.99 gross	CZK 22.09 – for each parcel
CZK 699 – 998.99 gross	CZK 36.99 – for the first parcel, for each additional parcel CZK 22.09 gross
from CZK 999 gross	CZK 47.99 – for the first parcel, for each additional parcel CZK 22.09 gross
<b>Order value in range</b>	<b>Gross fee under the Delivery Service</b>
Regardless of the order value	CZK 49 for each parcel

Name of service	Service code
<del>Allegro WE DO</del> <b>One Courier</b>	<del>WEDO_COURIER_P3</del> <b>ONE_COURIER_P3</b>
<b>Order value in range</b>	<b>Gross fee under Allegro Smart!</b>
CZK 200 – 298.99 gross	CZK 19.29 – for each parcel
CZK 299 – 398.99 gross	CZK 19.29 – for each parcel
CZK 399 – 498.99 gross	CZK 19.29 – for each parcel
CZK 499 – 698.99 gross	CZK 28.09 – for each parcel
CZK 699 – 998.99 gross	CZK 47.99 – for the first parcel, for each additional parcel CZK 28.09 gross
from CZK 999 gross	CZK 63.49 – for the first parcel, for each additional parcel CZK 28.09 gross
<b>Order value in range</b>	<b>Gross fee under the Delivery Service</b>

Regardless of the order value	CZK 99 for each parcel
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Parcels handled as part of **Allegro ~~WE|DO~~ One Courier** and **Allegro ~~WE|DO~~ One Courier payment on delivery** should have the following standard parameters:

- a standard parcel is a rectangular one with no oversized elements;
- maximum weight of a single parcel: 30 kg
- longest side: 120 cm
- maximum dimensions: volume of max 0,2 m<sup>3</sup>

Parcels handled as part of **Allegro ~~WE|DO~~ One Pick-up Point** and **Allegro ~~WE|DO~~ One Pick-up Point payment on delivery** should have the following standard parameters:

- a standard parcel is a rectangular one with no oversized elements;
- maximum weight of a single parcel: 15 kg
- longest side: 120 cm
- maximum dimensions: volume of max 0,2 m<sup>3</sup>

Parcels handled as part of **Allegro ~~WE|DO~~ One Parcel Lockers** and **Allegro ~~WE|DO~~ One Parcel Lockers payment on delivery** should have the following standard parameters:

- a standard parcel is a rectangular one with no oversized elements;
- maximum weight of a single parcel: 15 kg
- maximum dimensions: 64 x 38 x 41 cm

Parcels that do not meet the standard dimensions referred to above, sent by the Seller, will be subject to additional fees resulting from fees for Additional Services and will be returned to the sender in accordance with the price list contained in sub-paragraph (c).

c. All fees for Additional Services related closely to the Service referred to in sub-paragraph (b) above shall be paid by the Seller in accordance with the table below:

Additional Service	Billing code	Gross fee
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<b>Allegro WE DO One Courier</b> - fee for a parcel weighing over 30kg to 50kg	<del>WEDO_N2_COURIER_OVERWEIGHT_30_50</del> <b>ONE_N2_COURIER_OVERWEIGHT_30_50</b>	499 CZK
Payment on delivery – PUDO (not exceeding CZK 20,000)	<del>WEDO_N3_COD_PUDO</del> <b>ONE_N3_COD_PUDO</b>	29 CZK
Payment on delivery – Courier (not exceeding CZK 50,000)	<del>WEDO_N4_COD_COURIER</del> <b>ONE_N4_COD_COURIER</b>	39 CZK

Non-standard shipments are cylindrical shipments (e.g. tire, tube), parcels in wooden or metal packaging, parcels with one dimension exceeding 150 cm, parcels that cannot be processed on an automatic sorting line and parcels with at least two dimensions exceeding 150 x 60 x 60 cm.

d. Fees for Services and Additional Services will be added to the Seller's bill in the month in which they are performed, or in subsequent months, depending on when the Company becomes aware of the basis for charging such fees.

(...)

## 9. Allegro — Delivery Services — International delivery — Fees for Services and Additional Services

a. The Forwarding Service referred to in Appendix No. 16 to the Allegro Terms & Conditions provided by Allegro Retail a.s. in cooperation with carriers, covering the following delivery options:

- **Allegro International Courier Slovakia**
- **Allegro International Courier Slovakia — payment on delivery**
- **Allegro International Parcel Lockers Slovakia**

Sellers' fees for this Service are as follows:

Service	CODE	Gross fee for the delivery service (CZK)
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<b>Allegro International Courier Slovakia</b>	ONE_COURIER_CZ_SK	99
<b>Allegro International Parcel Lockers Slovakia</b> (max. weight 15 kg)	ONE_APM_CZ_SK	49

b. Any Additional Services strictly related to the delivery of Goods in the Allegro International Slovakia Service will be paid by the Seller, in accordance with the table below.

<b>Additional Service</b>	<b>CODE</b>	<b>Gross fee (CZK)</b>
Additional Parcel Protection, up to PLN 3,500	ONE_COURIER_CZ_SK	included in the service price
Payment on delivery — <b>Allegro International Courier Slovakia</b> (maximum POD amount 3,320 EUR)	ONE_COD	39
Surcharge for <b>Allegro International Courier Slovakia</b> parcels exceeding 30 kg (actual weight)	ONE_OVER_30_50	499

Parcels handled in the Allegro International Courier Slovakia and Allegro International Parcel Lockers Slovakia services should meet the following standard parameters:

- a standard parcel is in the shape of a regular cuboid from which no oversized elements extend, packaged in accordance with the instructions
- the maximum weights and dimensions of parcels, depending on the dispatch method, should be as follows:

### **Allegro International Courier Slovakia**

Dispatch via courier service:

- maximum weight — 30 kg
- longest side — 120 cm



## Allegro International Parcel Lockers Slovakia

Dispatch via courier service:

- maximum weight — 15 kg
- maximum dimensions — 69 x 44 x 58 cm.

Parcels with dimensions or weight exceeding the above values may be returned to the sender.

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

(...)

## ARTICLE 21. DELIVERY AND ADDITIONAL SERVICES COSTS (ALLEGRO.SK)

(...)

### 8. Allegro — Delivery Services — International delivery — Fees for Services and Additional Services

a. The Forwarding Service referred to in Appendix No. 16 to the Terms & Conditions provided by Allegro Retail a.s. in cooperation with carriers, covering the following delivery options:

- **Allegro International Courier Slovakia**
- **Allegro International Courier Slovakia — payment on delivery**
- **Allegro International Parcel Lockers Slovakia**

Sellers' fees for this Service are as follows:

Service name	Service code
Allegro International Courier Slovakia	ONE_COURIER_CZ_SK
Order value in the range	Gross fee — Allegro Smart!

EUR 8.90–12.89 gross	EUR 0.79 — for each parcel
EUR 12.90–15.89 gross	EUR 0.79 — for each parcel
EUR CZK 15.90-21.89 gross	EUR 0.79 — for each parcel
EUR 21.90–29.89 gross	EUR 1.19 — for each parcel
EUR 29.90–49.89 gross	EUR 1.99 — for the first parcel, EUR 1.19 for each additional parcel
from EUR 49.90 gross	EUR 2.59 — for the first parcel, EUR 1.19 for each additional parcel
<b>Order value in the range</b>	<b>Gross fee — the Delivery Service</b>
Regardless of the order value	EUR 3.49 — for each parcel

Service name	Service code
<b>Allegro International Parcel Lockers Slovakia</b> (max. weight 15 kg)	<b>ONE_APM_CZ_SK</b>
<b>Order value in the range</b>	<b>Gross fee — Allegro Smart!</b>
EUR 8.90–12.89 gross	EUR 0.39 — for each parcel
EUR 12.90–15.89 gross	EUR 0.49 — for each parcel
EUR CZK 15.90-21.89 gross	EUR 0.69 — for each parcel
EUR 21.90–29.89 gross	EUR 0.89 — for each parcel
EUR 29.90–49.89 gross	EUR 1.49 — for the first parcel, EUR 0.89 for each additional parcel

from EUR 49.90 gross	EUR 1.99 — for the first parcel, EUR 0.89 for each additional parcel
<b>Order value in the range</b>	<b>Gross fee — the Delivery Service</b>
Regardless of the order value	EUR 1.79 — for each parcel

b. Any Additional Services strictly related to the delivery of Goods in the Allegro International Slovakia Service will be paid by the Seller, in accordance with the table below.

Additional Service	CODE	Gross fee (EUR)
Additional Parcel Protection, up to PLN 3,500	ONE_COURIER_CZ_SK	included in the service price
Payment on delivery — <b>Allegro International Courier Slovakia</b> (maximum POD amount 3,320 EUR)	ONE_COD	0.99
Surcharge for <b>Allegro International Courier Slovakia</b> parcels exceeding 30 kg (actual weight)	ONE_OVER_30_50	19.99

Parcels handled in the Allegro International Courier Slovakia and Allegro International Parcel Lockers Slovakia services should meet the following standard parameters:

- a standard parcel is in the shape of a regular cuboid from which no oversized elements extend, packaged in accordance with the instructions
- the maximum weights and dimensions of parcels, depending on the dispatch method, should be as follows:

### Allegro International Courier Slovakia

Dispatch via courier service:

- maximum weight — 30 kg
- longest side — 120 cm

### Allegro International Parcel Lockers Slovakia



Dispatch via courier service:

- maximum weight — 15 kg
- maximum dimensions — 69 x 44 x 58 cm.

Parcels with dimensions or weight exceeding the above values may be returned to the sender.

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

(...)

## Appendix No. 7A

### Appendix No. 7A. Terms & Conditions of PayU Service

(...)

## SECTION 1. TERMS & CONDITIONS OF SERVICE PROVISION

(...)

### Provision of the PayU Service for the Seller under a framework agreement

(...)

1.13e. The Payment Operator may terminate the framework agreement concerning the provision of the PayU Service to the Seller against a two-month notice period in accordance with Article 35(2) of the Act in the event of a breach by the Seller of the Terms & Conditions.

(...)

## SECTION 5. TERMS OF PAYOUTS

### General terms of payouts

5.1. In PayU Service, the Payment Operator shall provide the User with a limited functionality payment instrument that enables the User to transfer the funds registered in the User's settlement tool to the bank account or an account maintained for the Seller in a different payment institution. The payment instrument is maintained in PLN, CZK, [HUF](#) or EUR currency. The Payout shall always cover the payments



for Goods or other services related to the Transaction in the Base Currency or in the Conversion Currency.

(...)

## Frequency of payouts

5.5.1. When using the payment instrument referred to in paragraph 5.1. maintained in PLN, the User may order a payout:

(...)

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

i. as a recurring payout (automatic payouts), such an order shall be accepted for processing on the first day of the month for amounts below the equivalent of PLN 100 and on the first day and fourteenth day of the month for amounts the equivalent of PLN 100 and higher than the equivalent of PLN 100 (if the 1st or the 14th day of the month is Saturday, Sunday, or a public holiday, the payout order shall be processed on the next working day). Such an order shall also be accepted for processing on any day if the amount in the settlement tool is at least equivalent to PLN 4,000;

ii. As a recurring payout (automatic payout, as set out in clause i. above) or a one-time payout (payout on demand): In the context of a payout combined with the conversion of this Base Currency into the Conversion Currency in accordance with the rules described in paragraphs 1.12.–1.12(a).

The User may place a separate order of payout to accounts indicated in this sub-paragraph b), upon agreeing first with the Payment Operator the fee for such an order to be paid by the User.

(...)

5.5.3 When using the payment instrument referred to in paragraph 5.1. maintained in EUR may order the payment to a bank account in the IBAN format and to an account maintained for the Seller in a different payment institution holding settlement accounts in the IBAN format:

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

ii. as a recurring payout (automatic payouts; when placing an order for automatic payouts, the User defines the frequency thereof, selecting a daily, weekly, or monthly payout schedule and indicating the day of the week of order execution (from Monday to Friday). An automatic payout can be processed if the amount in the settlement tool is at least EUR 10 on the day indicated in the automatic payout order

iii. as a recurring payout (on the terms set out above in the subparagraph ii above) or one-time payout in the Conversion Currency in accordance with the terms of paragraph 1.12a of the Terms & Conditions.

5.5.4 When using the payment instrument referred to in paragraph 5.1. maintained in HUF, the User may order a payout:

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

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

ii. As a recurring payout (automatic payouts); when placing an order for automatic payouts, the User shall define their frequency, selecting a daily, weekly, or monthly payout scheme and indicate the day of the week of executing the order (from Monday to Friday). An automatic payout can be processed if the amount in the settlement tool is at least HUF 2,000 on the day indicated in the automatic payout order,

iii. as a recurring payout (as described in clause ii. above) or a one-off payout in the Conversion Currency, as described in paragraph 1.12a of the Terms & Conditions.

b. To a bank account in the IBAN format with a prefix other than HU and to an account held for the Seller in another payment institution with an IBAN account having a prefix other than HU only in the Conversion Currency to the IBAN account only with the country prefix corresponding to the Conversion Currency or EUR, as described in paragraph 1.12a of the Terms & Conditions:

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

ii. As a recurring payout (automatic payouts); when placing an order for automatic payouts, the User shall define their frequency, selecting a daily, weekly, or monthly payout scheme and indicate the day of the week of executing the order (from Monday to Friday). An automatic payout can be processed if the amount in the settlement tool is at least HUF 2,000 on the day indicated in the automatic payout order.

The User may place separate payout orders to accounts indicated in this sub-paragraph b., after agreeing with the Payment Operator on the fee for such an order to be paid by the User.

5.6. A payout by the User of funds booked in the settlement tool to accounts defined in paragraphs 5.5.1(b), 5.5.2(b), ~~and 5.5.3~~ and 5.5.4(b) ~~shall~~ will be conditional upon:

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



b. the account defined in paragraphs 5.5.1(b), 5.5.2(b), ~~as well as 5.5.3 and 5.5.4(b)~~ being maintained by a bank or a financial institution with its registered office in one of the European Union Member States or in a country respecting equivalent regulations concerning counteracting money laundering and terrorist financing.

5.6a. The Payment Operator shall refuse to process the Seller's order to pay out the funds accounted for in the settlement tool if the account referred to in paragraphs 5.5.1(b), 5.5.2(b), ~~as well as 5.5.3 and 5.5.4(b)~~ of the Terms & Conditions:

(...)

## Appendix No. 7B

### Appendix No. 7B. Terms & Conditions of the Przelewy24 Service ~~within Allegro.pl~~

(...)

## Section 1. TERMS & CONDITIONS OF SERVICE PROVISION

These Terms & Conditions provide for the terms and conditions of the provision of payment services within the meaning of the Act on Payment Services of 19 August 2011 (hereinafter "the Act") by PayPro S.A. to Users on Allegro. In particular, these Terms & Conditions provide for the rules for making payouts of funds registered in the settlement tool maintained for the Seller by the payment operator under the framework agreement on payment services within the meaning of the Act and the rules for making payments by Buyers for purchased Goods using the Przelewy24 Service, which are single payment transactions as defined in the Act, and the rules for handling payments of sales commissions and fees by Users to the Company.

Whenever the other provisions of these Terms & Conditions refer to the Allegro platform, it is understood as an open e-commerce platform operated by the Company (Allegro sp. z o.o.), available at the allegro.pl domain and other national domains (~~excluding allegro.hu~~).

## Information on the Przelewy24 Service provider

1.1. The entity providing the payment service (hereinafter "the Przelewy24 Service"), to Users shall be PayPro S.A. with the registered office in Poznań at ul. Pastelowa 8, 60-198 Poznań, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań – Nowe Miasto and Wilda, 8th Commercial Division of the National Court Register under KRS no. 0000347935, share capital of PLN 5,476,300.00, paid in full, Tax Identification Number. (NIP): 7792369887, hereinafter "PayPro"). During the provision of the Przelewy24 Service, PayPro shall act as the provider of payment services within the meaning of the Act. PayPro may perform activities as part of the Przelewy24 Service through an agent within the meaning of the Act, ~~which is: DialCom24 sp. z o.o. with its registered office in Poznań (60-198) at ul. Pastelowa 8, entered into the Register of Entrepreneurs of the National Court~~



~~Register kept by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number 0000306513, Tax Identification Number (NIP): 781-17338-52, company statistical No. (REGON): 634509164.~~ PayPro shall be supervised by the Polish Financial Supervision Authority. PayPro has been entered into the register of national payment institutions kept by the Polish Financial Supervision Authority under No. IP 24/2014. The principal place of business is the aforementioned registered office of PayPro S.A., mailing address: ul. Pastelowa 8, 60-198 Poznań; email address: serwis@przelewy24.pl.

(...)

## SECTION 10. MISCELLANEOUS PROVISIONS

### Opting out of the Przelewy24 Service and changes for the Seller in the Framework Agreement

(...)

~~10.3. PayPro may terminate the Framework Agreement at any time with immediate effect in the case of any violation of these Terms & Conditions, by sending a relevant statement in an electronic form to the User's email address or by letter to the address provided by the User.~~ PayPro may terminate the Framework Agreement with two months' notice in accordance with Article 35(2) of the Act. In addition, PayPro may terminate the Framework Agreement with a different notice period or with immediate effect in the event of:

- a. PayPro's inability to fulfill the obligations under the Act of March 1, 2018, on counteracting money laundering and terrorist financing, for reasons attributable to the Seller, including the Seller's failure to provide, within the time limit set by PayPro, clarifications or documents necessary for the application of financial security measures;
- b. When such an obligation is imposed on PayPro under other provisions of generally applicable law;
- c. The entry into force of court judgments, decisions, recommendations, or guidelines of the General Financial Information Inspector (GIIF), the Polish Financial Supervision Authority (KNF), or other supervisory authorities or agencies competent in this area, preventing the provision of services;
- d. In the event of a reasonable suspicion of money laundering, terrorist financing or fraud committed by a Seller;
- e. When the Payment Operator determines, on the basis of a risk analysis carried out as per the Act of March 1, 2018, on counteracting money laundering and terrorist financing, that the provision of the Services to the Seller constitutes an unacceptable risk, in particular as regards business relations with politically exposed persons.
- f. In other cases expressly set out in these Terms & Conditions.



A declaration of termination of the Framework Agreement with the notice period or of termination of the agreement with a different notice or with immediate effect may be made by making an appropriate declaration:

- In electronic form to the User's e-mail address;
- In a document form in electronic form, by displaying the Declaration on the Allegro Platform at log-in to the Account
- In writing to the address provided by the User.

(...)

## Appendix No. 7C

### Appendix No. 7C. Allegro Finance Terms & Conditions

#### SECTION 1. GENERAL CONDITIONS FOR PROVIDING SERVICES

These Terms & Conditions stipulate the terms of the provision of payment services within the meaning of the Act on Payment Services of 19 August 2011 (hereinafter: "the Act") by Allegro Finance sp. z o.o. to Users of the Allegro website ~~who are Sellers and operate within the framework of a Business Account.~~ In particular, these Terms & Conditions stipulate the rules for the payout of funds [recorded in the settlement tool maintained for the Seller by the Payment Operator under the Payment Service Framework Agreement within the meaning of the Act, as well as the rules for handling payment of sales commissions and fees by Users to the Company.](#) ~~originating from payments made by Carriers in connection with the provision of the Services referred to in Appendix No. 16 to the Allegro Terms & Conditions.~~

Capitalized terms not defined in these Terms & Conditions have the meaning assigned to them in the Allegro Terms & Conditions and the Appendices thereto, in particular, Appendix No. 16.

#### Information on the Allegro Finance Service provider

1.1. The entity providing the payment service (hereinafter: "Allegro Finance Service") to Users shall be Allegro Finance sp. z o.o. with its registered office in Poznań at ul. Wierzbicice 1B, 61-569 Poznań, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Poznań-Nowe Miasto and Wilda, 8<sup>th</sup> Commercial Division of the National Court Register under KRS No 0000814511, with a share capital of PLN 800,000.00, paid in full, Tax Identification Number (NIP): 7792511167, (hereinafter: "Allegro Finance"). During the Allegro Finance Service provision, Allegro Finance shall act as the provider of payment services within the meaning of the Act. [Allegro Finance may perform activities covered by the Allegro Finance Service through agents within the meaning of the Act; information about agents is available in the Account.](#) The Polish Financial Supervision Authority supervises Allegro Finance. Allegro Finance has been entered in the register of national payment service



providers maintained by the Polish Financial Supervision Authority as a domestic payment institution under No IP58/2023. The principal place of its business is the aforementioned registered office of Allegro Finance sp. z o.o., mailing address: ul. Wierzbicice 1B, 61-569 Poznań, email address: [kontakt@allegrofinance.pl](mailto:kontakt@allegrofinance.pl).

## Overview of major features of the Allegro Finance Service

~~1.2. The Allegro Finance Service consists in recording funds, in the settlement tool maintained for the Seller, from the Carrier collected by them from the Recipient in connection with the performance of the Service and transferring them to the addressee, i.e., the Seller. The Allegro Finance Service consists in recording in settlement tool maintained for the Seller the funds from the Buyer (using the payment channels made available to the Buyer) or the Carrier collected by them from the Addressee in connection with the performance of the Service and transferring them to the recipient, i.e., the Seller. The transfer of funds shall take place in the form of an aggregated payment to the payment account accessible to the Seller. The Allegro Finance Service also offers payouts of funds registered in the settlement tool maintained for the Seller and all activities necessary to maintain this settlement tool. In the Allegro Finance Service, it is also possible to use a payment service enabling Users to make payments of sales commissions and fees to the Company for services provided by the Company on the Allegro platform.~~

1.3. The condition for the performance of the payment service referred to in paragraph 1.2 above for a specific payment transaction shall be the existence of a monetary obligation, ~~respectively, between Sellers and Buyers, in connection with the agreement concluded in the Transaction (including for refunds)~~ on the part of the Carrier vis-à-vis the Seller, arising from the collection of funds from the Recipient in connection with the Service performed on the basis of the Delivery Service ordered by the Seller, ~~or between the User and the Company for a monetary obligation of the User arising from the Allegro Terms & Conditions.~~

(...)

1.12. Within the Allegro Finance Service framework, the transfer (payout) of the funds ~~recorded in the settlement tool maintained for the Seller~~ transferred by the Carrier to the Seller shall only be effected by way of a transfer to the bank account defined by the Seller as referred to in paragraph 4.4.

(...)

~~1.16. Any financial transactions relating to the Allegro Finance service shall be performed in the Polish currency.~~ Any financial operations related to the Allegro Finance Service are made in the starting currency specified by the Seller when listing the Offer (the "Base Currency"), the Conversion Currency (as defined below) or in a different currency supported by Allegro Finance.

1.16a. The Seller may decide that the funds collected in the settlement tool should be paid out in one of the currencies provided by Allegro Finance, different from the Base Currency, by means of the conversion service (hereinafter: "Conversion Currency"), provided by Allegro Finance.



Allegro Finance regularly updates the available and applied currency conversion rates for the Conversion Currency, which are subject to change. The currency rate finally applied for a given payout is indicated at the time of payout of funds accumulated in the settlement tool by the Seller.

1.16b. Paragraphs 1.16-1.16a do not apply to funds transferred by the Carrier that the Carrier collected from the Addressee in connection with the provision of the Service and made available to the Seller. Any financial operations related to these funds will be performed in the Polish currency.

1.17. Each payment transaction performed as part of the Allegro Finance Service shall be assigned a unique payment number (hereinafter: "Payment Identifier").

## Allegro Finance Service progress statuses

1.18. Information about the provision of the Allegro Finance Service and the necessary information to identify the payment transactions made for the benefit of the Seller shall be made available in the User's Account on the Allegro website. The aforementioned information shall be made available in a manner that enables the User to store and reproduce it in an unchanged form. Upon accepting ~~these~~ [the Allegro Terms & Conditions](#), the User agrees to the method of providing information on payment transactions as described above.

## Unauthorized payment transactions

1.19. In order to prevent any unauthorized payment transactions, the Seller must not disclose their Account credentials (login, password) to any third parties, since such data make it possible to use the Account's functionalities, including the placing of [payout orders or orders performing](#) ~~for~~ POD shipments as part of the Services referred to in Appendix No. 16 of the Allegro Terms & Conditions.

(...)

## Contacting Allegro Finance

1.21. Allegro Finance shall communicate with the Users in the Polish language. This language shall be used to draft all the documents that establish relationships between the Users and Allegro Finance. [With respect to translations and other language versions, the provisions of Article 20 of the Allegro Terms and Conditions shall apply accordingly.](#)

(...)

## SECTION 3. IDENTIFICATION AND VERIFICATION PROCEDURE

3.1. The Seller acknowledges that in connection with [efforts towards](#) the conclusion of the Framework Agreement relating to the Allegro Finance Service ~~and~~ [or](#) in the course of its performance, Allegro Finance will conduct the verification of financial credibility pursuant to Article 10 of the Act as well as the assessment of the risk of money laundering and terrorist financing. Allegro Finance implements security measures required by applicable laws and consequently may vary the rules of payment processing due



to, or make certain terms of service provision dependent on, the risk group to which the Seller has been assigned. ~~Allegro Finance shall conduct the above analysis of the risk of processing payments on the basis of the data available when providing the Allegro Finance Service.~~ In justified cases, Allegro Finance reserves the right to deny processing a certain payment, particularly if Allegro Finance reasonably suspects that the transaction paid for or the payment itself may be illegal.

3.2. If the Seller's Account **functionality** on the Allegro website has been ~~suspended~~ **restricted by suspension** or the actions referred to in paragraphs 2.13 or 8.2 of the Allegro Terms & Conditions have been taken, the provision of the Allegro Finance Service shall be suspended. In addition, Allegro Finance may withhold the transfer of funds to the Seller in the following cases:

- a. the Seller's use of the Allegro Finance to violate or circumvent applicable laws, the principles of fair dealing, and the provisions of these Terms & Conditions;
- b. unauthorized use of the Allegro Finance Service by the Seller or a third party acting in concert or with the Seller's express or implied consent;
- c. invalid or incorrect data necessary to process a payment order;
- d. as a result of a notice or decision of a competent authority;
- e. suspicion of money laundering;
- f. ~~the Seller offering, within the framework of Transactions subject to the Allegro Finance Service, prohibited or restricted Items without meeting the required conditions referred to in Appendix No. 1 of the Allegro Terms & Conditions.~~

(...)

3.5. Pursuant to the rules described in paragraph 3.6 below, Allegro Finance may impose a limitation of the functionality of the Allegro Finance Service in respect of the Seller, which may involve:

- a. Withholding of payouts from transactions performed under the Allegro Finance Service or
- b. Refusal to perform transactions under the Allegro Finance Service.

In the event of suspension of the User's Account resulting from actions referred to in paragraphs 2.12 or 8.2 of the Allegro Terms & Conditions, Allegro Finance may completely block the settlement tool (i.e., suspend the Allegro Finance Service in its entirety) for the duration of the Account suspension.

3.6. Allegro Finance shall suspend payouts or refuse to execute transactions in the following cases:

- a. Changes to the User's data determined earlier during the verification process – until the required re-verification of the User's data has been carried out;

- b. An inability to periodically update the User's data resulting from provisions on counteracting money laundering and terrorist financing – until the required re-verification of the User's data has been carried out;
- c. The User providing invalid or incorrect data necessary to process a payment order — until the User has corrected such data;
- d. As a result of a notice or decision of a competent authority resulting in the requirement to block the settlement tool – for the duration of the restrictions resulting from such notice or decision;
- e. Suspicion of money laundering, in which case Allegro Finance will notify the General Financial Information Inspector (GIIF), and then proceed as per the instructions of the GIIF or other competent public authorities;
- f. Where Allegro Finance, on the basis of the data it holds and the risk analysis carried out based on the monitoring tool, has reasonable concerns as to the security of the Account or a Transaction – for the period necessary to resolve them.

3.7. The provision of the Allegro Finance Service for the Seller is always preceded by the Seller's verification. A Seller's verification may cover the following:

a. Simple verification in the case of Sellers who intend to make only occasional sales on Allegro (hereinafter: "Simple Verification"). The Simple Verification covers the verification process by Allegro Finance based on the Seller's basic details obtained from the Company (including those obtained by the Company in the account activation process on Allegro as described in paragraph 2.6. of the Allegro Terms & Conditions) and the registers concerning the application of national or international restrictive measures.

b. Full verification (hereinafter: "Full Verification") in the case of Sellers other than those specified in sub-paragraph a. above, and Sellers who, due to the nature of their activities and results of the risk assessment carried out by Allegro Finance, must undergo Full Verification in accordance with the requirements applicable to Allegro Finance under the provisions on counteracting money laundering and terrorist financing. Full Verification may also cover representatives and beneficial owners, and is carried out by Allegro Finance on the basis of:

- i. Information indicated in sub-paragraph a. above;
- ii. Information and documents obtained from the Seller (including in the course of providing services to them), their representatives and beneficial owners, necessary for verification of the Seller in accordance with applicable Allegro Finance procedures as regards money laundering and terrorist financing;
- iii. Information provided by third parties the Company cooperates with, including parties that have consented to the transfer of Personal Data to the Company,
- iv. Information from publicly available sources, including, but not limited to, data published by administrative authorities and courts (e.g., business registers, ineffective bailiff executions,

bankruptcies, business bans), documents related to the performance of obligations provided for in the Anti-Money Laundering Act, and concerning the application of national and international restrictive measures;

v. Information from parties responsible for or supporting the application of national or international restrictive measures.

3.8. In the cases specified in the Terms & Conditions, in order to enable the further use of the Allegro Finance Service by a Seller who was earlier verified only in the Simple Verification process, a supplementary verification may be performed (hereinafter: "Supplementary Verification"). Allegro Finance carries out the Supplementary Verification based on the information and documents specified in paragraph 3.7.(b)(ii) of the Terms & Conditions. If a Supplementary Verification is required, until its successful completion, the Seller may not order any payout from the settlement tool maintained by Allegro Finance for the Seller to the Seller's bank account or to an account maintained for the Seller at an alternative payment institution.

3.9. Allegro Finance may carry out an additional verification of the Seller (hereinafter: "Additional Verification") for whom the Full Verification or the Supplementary Verification or the Simplified Verification was carried out, if it becomes necessary in accordance with the procedures applicable to Allegro Finance related to money laundering and terrorist financing in connection with the circumstances accompanying the provision of payment services or with the need to update the data collected earlier.

## SECTION 4. SPECIFIC RULES FOR THE PROVISION OF THE ALLEGRO FINANCE SERVICE UNDER THE FRAMEWORK AGREEMENT

4.1. While providing the Allegro Finance Service to the Seller pursuant to the Framework Agreement, Allegro Finance ~~maintains a settlement tool for the Seller~~ ~~receives in its payment accounts payments from the Carrier collected from the Recipient of the parcel in connection with the performance of the Service and the Carrier's Service with the POD option selected.~~ These funds ~~shall~~ ~~recorded in the settlement tool~~ will be paid out to the Seller to the payment account indicated by the Seller as referred to in paragraph 4.4 no later than by the end of the next working day following the day on which the payment order is received from the Carrier.

4.2. The Allegro Finance Service ~~referred to in Section 4 also allows Sellers to access information about the history of payments made by Buyers, including information about transaction amounts and payout dates.~~ offers:

a. Access the history of payments made by Buyers;

b. Refund to the Buyer the funds they have paid — only on condition that the funds are available and recorded in the Seller's settlement tool in the amount sufficient to carry out such a refund instruction (this does not apply to funds transferred by the Carrier that the Carrier collected from the Addressee in connection with the provision of the Service and made available to the Seller).



4.2a. A Seller who wants to refund a Buyer, but does not have sufficient funds in the settlement tool, may make a payment for this purpose using payment methods provided by Allegro Finance. The amount paid by the Seller may be used only for the refund to the Buyer.

## Order receipt by Allegro Finance

4.3. ~~Allegro Finance shall pay out the funds transferred by the Carrier by way of an aggregated transfer no later than by the end of the next working day after receiving a settlement file from the Carrier.~~ In the Allegro Finance Service, the User has access to a limited-functionality payment instrument that enables the User to transfer the funds recorded in the User's settlement tool to the bank account or an account maintained for the Seller at a different payment institution. The payment instrument is maintained in PLN, CZK, EUR or HUF. The payout always covers the payments for Goods or other services related to the Transaction in the Base Currency or in the Conversion Currency.

4.3a. Allegro Finance makes payouts of funds recorded in the User's settlement tool for the PLN currency by the end of the next working day (d+1), and for other currencies by the end of the next working day (d+2) from the moment Allegro Finance receives a payout order from the User. A payout order is deemed received:

- a. When Allegro Finance receives an order placed by the User — for payouts on demand. The User may not cancel an order for a payout on demand after it has been received by Allegro Finance;
- b. At the beginning of the day indicated by the User in the configuration form — for automatic payouts, the User may cancel a recurring payout order by the end of the working day preceding the payout date indicated by the User in the recurring payout order.

If Allegro Finance receives a payout order on a day that is not a working day for the Payment Operator, the order will be deemed received on the first working day after that day.

## Scope of information necessary to effect a payout

4.4. ~~In order to effect the payout referred to in paragraph 4.1, the Seller should complete the registration form available on the Allegro website. When completing the registration form, the Seller shall provide the following details: first name and last names (company name for a Business Account), address, email address, contact number, and the number in the IBAN format of the payment account to which funds are to be transferred. As part of the extended User Identification and Verification process referred to in paragraph 3.3, Allegro Finance may also request other details concerning the Seller. The Seller's details indicated above should match the details of the holder of the payment account from which the payment related to Seller Identification and Verification will be made.~~

Allegro Finance makes payouts to the payment account of the Seller confirmed in the account activation process on Allegro as described in paragraph 2.6. of the Allegro Terms & Conditions. The Seller may add another account for payouts by providing the following details in Allegro settings: Country of the bank and payment account number in IBAN format to which the funds will be transferred (including for formats with a prefix other than PL — with the correct SWIFT/BIC code). Following this, the Seller should





make a verification transfer from this account or, if such an option has been provided in a particular case, provide documents enabling verification of this account. The details of the Seller's additional accounts must be consistent with the data determined in the activation procedure of the Seller's Account.

4.5. The payout referred to in Section 4 shall produce legal effects if correct credentials (login and password) have been entered when configuring the payment account in the Seller's Account.

## Frequency of Payouts

4.6. In the functionality referred to in paragraph 4.1., the User may order a payout of funds recorded in PLN:

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

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

ii. As a recurring payout (automatic payouts); when placing an order for automatic payouts, the User shall define their frequency, selecting a daily, weekly, or monthly payout scheme and indicate the day of the week of executing the order (from Monday to Friday). An automatic payout can be processed if the amount in the settlement tool is at least PLN 20 on the day indicated in the automatic payout order.

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

i. As a recurring payout (automatic payouts); such an order will be accepted for processing on the first day of the month for amounts below the equivalent of PLN 100, and on the first and fourteenth days of the month for amounts equivalent to PLN 100 and higher (if the first or the fourteenth day of the month is a Saturday, Sunday, or public holiday, the payout order will be processed on the next working day). Such an order will also be accepted for processing on any day if the amount in the settlement tool is at least equivalent to PLN 4,000.

ii. As a recurring payout (automatic payout, as set out in clause i. above) or a one-time payout (payout on demand): In the context of a payout combined with the conversion of this Base Currency into the Conversion Currency in accordance with the rules described in paragraphs 1.17d.-1.17f.

4.7. In the functionality referred to in paragraph 4.1., the User may order a payout of funds recorded in CZK:

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

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

ii. As a recurring payout (automatic payouts); when placing an order for automatic payouts, the User shall define their frequency, select a daily, weekly, or monthly payout scheme and indicate the day of the week of executing the order (from Monday to Friday). An automatic payout can be processed if the amount in the settlement tool is at least CZK 100 on the day indicated in the automatic payout order.

iii. as a recurring payout (as described in clause ii. above) or a one-off payout in the Conversion Currency, as described in paragraph 1.16a of the Terms & Conditions.

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

i. As a recurring payout from the instrument maintained in CZK (automatic payouts); such an order will be accepted for processing on the first day of the month for amounts below the equivalent of CZK 5,000 and on the first and fourteenth days of the month for amounts equivalent to CZK 5,000 and higher than the equivalent of CZK 5,000 (if the first or the fourteenth day of the month is Saturday, Sunday, or a public holiday, the payout order will be processed on the next working day). Such an order will also be accepted for processing on any day if the amount in the settlement tool is at least equivalent to CZK 50,000. This payout option is only available to Sellers who had active recurring payout settings in CZK to an account in IBAN format with a prefix other than CZ before March 28, 2024,

ii. As a recurring payout (as described in clause i. above) or a one-off payout in the Conversion Currency to the IBAN account only with the country prefix corresponding to the Conversion Currency or EUR, as described in paragraph 1.16a of the Terms & Conditions.

4.8. Using of the functionality referred to in paragraph 4.1, the User may order a payout of funds recorded in EUR to a bank account in the IBAN format and to an account maintained for the Seller at a different payment institution holding settlement accounts in the IBAN format:

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

ii. As a recurring payout (automatic payouts); when placing an order for automatic payouts, the User defines their frequency, selecting a daily, weekly, or monthly payout scheme and indicating the day of the week of executing the order (from Monday to Friday). An automatic payout can be processed if the amount in the settlement tool is at least EUR 10 on the day indicated in the automatic payout order.

iii. as a recurring payout (as described in clause ii. above) or a one-off payout in the Conversion Currency, as described in paragraph 1.16a of the Terms & Conditions.

4.9. In the functionality referred to in paragraph 4.1., the User may order a payout of funds recorded in HUF:

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

- i. as a one-time payout (payout on demand);
- ii. As a recurring payout (automatic payouts); when placing an order for automatic payouts, the User shall define their frequency, select a daily, weekly, or monthly payout scheme and indicate the day of the week of executing the order (from Monday to Friday). An automatic payout can be processed if the amount in the settlement tool is at least HUF 2,000 on the day indicated in the automatic payout order,
- iii. as a recurring payout (as described in clause ii. above) or a one-off payout in the Conversion Currency, as described in paragraph 1.16a of the Terms & Conditions.

b. To a bank account in the IBAN format with a prefix other than HU and to an account held for the Seller in another payment institution with IBAN account with a prefix other than HU only in the Conversion Currency to the IBAN account only with the country prefix corresponding to the Conversion Currency or EUR, as described in paragraph 1.16a of the Terms & Conditions:

- i. as a one-time payout (payout on demand)
- ii. As a recurring payout (automatic payouts); when placing an order for automatic payouts, the User shall define their frequency, select a daily, weekly, or monthly payout scheme and indicate the day of the week of executing the order (from Monday to Friday). An automatic payout can be processed if the amount in the settlement tool is at least HUF 2,000 on the day indicated in the automatic payout order.

4.10. A payout by the User of funds recorded in the settlement tool to accounts defined in paragraphs 4.6(b), 4.7(b), 4.8., and 4.9(b) is conditional upon:

a. The User's bank offering the possibility to settle payouts in a currency provided by Allegro Finance. If the bank does not settle payments in a currency provided by Allegro Finance, Allegro Finance will not be able to make a payout until the User changes the account to an account in a bank that does settle transactions in a currency provided by Allegro Finance; and

b. The account defined in paragraphs 4.6(b), 4.7(b), 4.8 and 4.9(b) being maintained by a bank or a financial institution based in one of the European Union Member States, or in a country subject to equivalent regulations concerning counteracting money laundering and terrorist financing.

4.11. Allegro Finance will refuse to process the Seller's payout order of the funds recorded in the settlement tool if the account referred to in paragraphs 4.6(b), 4.7(b), 4.8 and 4.9(b) of the Terms & Conditions:

a. Is not maintained by a bank or a financial institution based in a European Union Member State or in a country subject to equivalent regulations concerning counteracting money laundering and terrorist financing; or



Is held by a bank or financial institution that does not settle payments in the currency made available by Allegro Finance.

4.12. In the event of a refusal to make a payout referred to in paragraph 4.11(a), Allegro Finance will notify the User of the refusal and of the need to specify a different account for payout.

4.13. As regards the funds transferred by the Carrier that the Carrier collected from the Addressee in connection with the provision of the Service and made available to the Seller, paragraphs 4.3.- 4.3a. and 4.6.- 4.12. do not apply. These funds will be paid out to the Seller to the payment account indicated by the Seller as referred to in paragraph 4.4, no later than by the end of the next working day following the day on which the payment order is received from the Carrier.

## Cases of Payout Withholding

4.14. In connection with the agreement concluded by and between the Seller and the Company on the basis of the Allegro Terms & Conditions, the Company is authorized to order Allegro Finance to temporarily withhold payouts of funds coming from specific Transactions and recorded in the settlement tool maintained for Sellers operating under a Business Account and Regular Account (hereinafter "Payout Withholding") who meet the following criteria:

- a. Conclude Transactions with the estimated delivery time exceeding 10 working days, except Offers in the following categories: Furniture, Kid's Room subcategory: Furniture in Kids, and Offers listed as Pre-Orders,
- b. They conduct activity with a Business Account as a party whose registered office, registered business, or actual place of business are outside the European Economic Area or the United Kingdom of Great Britain and Northern Ireland. The Payout Withholding will be imposed by Allegro Finance on the order and on the basis of the information provided by the Company, and will apply to all Business Accounts of the relevant Seller.
- c. They list Offers in categories referred to in paragraph 4.15. of the Allegro Terms & Conditions, in a Business Account or Regular Account. In relation to those Sellers, as regards payouts, the provisions of paragraph 4.18(c) below will always apply;
- d. They use the logistic service provided by the Company pursuant to the Fulfillment Service Terms & Conditions, exclusively with respect to the "Technical Account" within the meaning of the above-mentioned Terms & Conditions;
- e. They have received a notice on withdrawal from the agreement from the Buyer in the cases listed in paragraph 5.12(b) of the Allegro Terms & Conditions, where the Buyer made the payment through the Allegro Finance Service;
- f. They have received a refund request from the Buyer, in relation to a complaint about the purchased Goods, in the cases listed in paragraph 5.12(c) of the Allegro Terms & Conditions, where the Buyer made the payment through the Allegro Finance Service.



A Payout Withholding is imposed by Allegro Finance at the order of the Company and on the basis of the information provided by the Company.

4.15. The Seller's order for the future application of payout withholding mechanisms under paragraph 4.14(e) or (f) is made by accepting these Terms & Conditions. If the Seller does not wish to continue having the possibility to apply such Payout Withholding, the Seller may withdraw the above order at any time, using the appropriate functionality of the Allegro platform in Returns Terms referred to in paragraph 5.12 of the Allegro Terms & Conditions. After the withdrawal of the above order, the Seller may again order the application of such Payout Withholding, but this may be done through the appropriate functionality of the Allegro platform in Returns Terms referred to in paragraph 5.12 of the Allegro Terms & Conditions, and not by a repeated acceptance of these Terms & Conditions, which would occur after the original order is withdrawn.

4.16. Payout Withholding is a mechanism applied individually to each Transaction. It does not limit the functionality of the settlement tool. Even where a Seller is subject to the Payout Withholding mechanism, payouts are executed regularly, in line with the rules set out in the Terms & Conditions, with funds from respective Transactions paid out with a delay resulting from this paragraph 4.

4.17. If the Seller, despite the two requests for information under the Act of May 23, 2024, amending the Act on exchange of tax information with other countries and certain other acts (Dz.U.2024.879), fails to provide the Company with information within 60 days from the date of the first request, the Seller will be subject to Payout Withholding until the above obligation is fulfilled, no longer than 3 months. In this case, all funds in the settlement tool will be covered by the Payout Withholding, and paragraph 4.16 will not apply.

## Description of the Payout Withholding Qualification Procedure

4.18. Payout Withholding for funds recorded in the Seller's settlement tool may be applied:

a. For Transactions where the estimated delivery time is longer than 10 calendar days — for a maximum period that is the sum of the estimated delivery time resulting from the Transactions of these Sellers and an additional 7 calendar days, however, this period may not exceed 45 days in total, running from the date of the funds being recorded in the Seller's settlement tool. Delivery time is understood as the sum of the dispatch time declared by the Seller and the shipping time of the Goods associated with the delivery option selected by the Buyer. If the Transaction covers more than one Offer of the Seller, the period indicated in the preceding sentence will be calculated according to the longest delivery time;

b. For Sellers referred to in paragraph 4.14(b) above, with their registered office, registered business, or actual place of business outside the European Economic Area or outside the United Kingdom of Great Britain and Northern Ireland, regardless of the classification of their Transactions as Potentially Risky Transactions — until the date of delivery of the parcel to the Buyer plus 7 days (if the Seller provides the delivery tracking option on Allegro), but for a maximum of 45 days from the date of the funds being recorded in the settlement tool of such Seller; in justified cases, this period may be reduced.

c. For Sellers referred to in paragraph 4.14(c) above, i.e., listing Offers in categories specified in paragraph 5.9 of the Allegro Terms & Conditions — for a maximum period being the sum of the delivery

time resulting from Offers of such Sellers and an additional 7 calendar days — for a Business Account, or 14 calendar days — for a Regular Account; where this period may not exceed 45 days in total, running from the date of recording the funds in the Seller's settlement tool. The delivery time indicated in Offers means the time counted in working days specified in the Seller's Offer in Delivery and Payment. If a Transaction covers more than one Offer of the Seller, the period indicated in the preceding sentence will be counted according to the longest delivery time.

d. For Sellers using the logistic service provided by the Company pursuant to the Fulfillment Service Terms & Conditions — until the parcel is dispatched (goods are shipped) or until all or part of the order is canceled by the Buyer, but no longer than for a maximum period of 5 calendar days.

e. For Sellers that have received a notice on withdrawal from the agreement from the Buyer in the cases listed in 5.12(b) of the Allegro Terms & Conditions:

i. From the moment Allegro Finance is notified about the dispatch of the return package by a Buyer who has submitted a relevant withdrawal notice;

ii. Until Allegro Finance is provided with one of the instructions referred to in paragraph 4.21(a) and (b), or an automatic refund is made, as referred to in paragraph 4.21(c).

f. For Sellers that have received a refund request from the Buyer in relation to a complaint about the purchased Goods in the cases listed in paragraph 5.12(c) of the Allegro Terms & Conditions:

i. From the moment Allegro Finance is notified about the dispatch of the return package by the Buyer who has submitted a relevant refund request;

ii. Until Allegro Finance is provided with one of the instructions referred to in paragraph 4.21(a) and (b), or an automatic refund is made, as referred to in paragraph 4.21(c).

4.19. Upon receiving the necessary information from the Company, the Payment Operator may, at the Buyer's request, reimburse the Buyer with the funds obtained from a Transaction subject to Payout Withholding on the basis of paragraphs 4.14(a)–(c), if all of the following conditions are met:

a. The Buyer has notified the Company of the non-delivery of the Goods in a Transaction subject to Payout Withholding, and

b. The Seller has not documented the fact the agreement concluded as part of the Transaction subject to Payout Withholding was fulfilled, despite having received the request to do so from the Company, and has not given a response within the time limit prescribed in paragraph 10.2. of the Allegro Terms & Conditions. The Seller can document the performance of the agreement concluded with the Buyer, in particular, by sending the Company a copy of proof that the Goods were dispatched; and

c. The Seller is subject to a temporary restriction or suspension of access to particular services provided on Allegro pursuant to paragraphs 2.12 and 8.4 of the Allegro Terms & Conditions, and the Seller has been notified of this by the Company in separate correspondence.

4.20. Upon receiving the necessary information from the Company, the Payment Operator will refund the funds obtained from a Transaction related to a Seller subject to Payout Withholding referred to in paragraph 4.14 (d). The refund is made where the Buyer has canceled all or part of the Transaction using the tools available on Allegro, up to the amount canceled.

4.21. In the case of Payout Withholding under paragraph 4.14(e) or (f):

a. Following the Withholding, the Seller may submit a refund instruction within the timeframes specified in sub-paragraph c) below, concerning:

i. All the funds from the Transaction to which the withdrawal applies — in this case, the funds covered by the Payout Withholding will be used in full for the purposes of such refund;

ii. All or some funds from the Transaction covered by a refund request in relation to a complaint, depending on whether the complaint is accepted in whole or in part — in this case, the funds covered by the Payout Withholding will be used for the purposes of such refund; if the complaint is accepted in part, the amount left after the refund is made will no longer be covered by the Payout Withholding; failure to specify that the complaint has been accepted in part will mean that it will be regarded as accepted in whole;

b. Instead of submitting the instruction referred to in sub-paragraph a), the Seller may, within the same timeframes, file an instruction revoking the Payout Withholding in case the Seller does not intend to make a refund to the Buyer in relation to the withdrawal or in case the complaint is dismissed;

c. If, within:

i. 7 days — for Transactions covered by the withdrawal; or

ii. 14 days — for Transactions covered by a refund request related to a complaint;

If within 2 days — subject to the possibility of extending the time limit in accordance with the second sentence of this paragraph — from the date Allegro Finance is provided with information that the Seller has received the return package from the Buyer, the Seller does not submit the instruction referred to in sub-paragraph a) above, or the instruction referred to in sub-paragraph b) above, Allegro Finance will, after the expiry of those time limits, make an automatic refund of the amount corresponding to the entire value of the Transaction to which the Payout Withholding is related.

The time limit of 2 days is the default time limit, which may be changed by the Seller at any time in the Account settings and extended to up to 7 days (in the case of a refund related to withdrawal) or 14 days (in the case of a refund related to a complaint). The extension of the time limit is effective only with respect to future Payout Withholdings that occur after this change and will not cover any current Payout Withholdings to which the current time limit related to waiting for the Seller's instruction referred to in the first sentence applies.

## Paying the Fees Due to the Company and eCommerce VAT



4.22. In the case of a Seller who conducts activity in a Business Account as a party whose registered office, registered business, or actual place of business is outside the European Economic Area or outside the United Kingdom of Great Britain and Northern Ireland, the Company is authorized to submit to Allegro Finance an order to pay from the Seller's settlement tool any fees and sales commissions due to Company for the use of Allegro referred to in Appendix No. 4 to the Allegro Terms & Conditions. The payment order will be transmitted as soon as possible after the occurrence of the event resulting in the obligation to pay the aforementioned fees and sales commissions. The charged amount will each time correspond to the current amounts due to the Company indicated in the Account and the Seller may not claim a refund of the amount within the meaning of Articles 47 and 48 of the Act. If the Seller withdraws the authorization referred to in the preceding sentence, re-authorization will be granted exclusively via electronic mail and not through the re-acceptance of the Allegro Terms & Conditions, which would be made after the withdrawal of the authorization.

4.23. For Sellers whose Allegro Transactions are subject to eCommerce VAT, the Company is authorized to order Allegro Finance to pay, from the funds recorded in the Seller's settlement tool, any amounts due for Transactions qualified as subject to eCommerce VAT settlement by the Company. The payment order will be transmitted as soon as possible after the occurrence of the event resulting in the obligation to pay this tax. The charged amount will each time correspond to the current amounts due under eCommerce VAT, and the Seller may not claim a refund of the amount within the meaning of Articles 47 and 48 of the Act. If the Seller withdraws the authorization referred to in the preceding sentence, any re-authorization will be made exclusively through the re-acceptance of this Appendix and the Allegro Terms & Conditions.

4.24. Allegro Finance accepts from the Company a notice of assignment from a Seller who has a Business Account and has transferred the receivables on the terms set out in paragraph 9.6 et seq. of the Allegro Terms and Conditions. As a result of the notification, the Company has the right to demand that Allegro Finance pays out the funds recorded in the Seller's settlement tools and credits these funds towards the payment of the amounts due each time from the Seller to the Company.

## Allegro Finance Service Suspension

4.25. In order to ensure the security of the settlement tool, as well as to protect the interests of Users and Allegro Finance, to prevent fraud, in the event of a suspicion of unauthorized use of the settlement tool or deliberately generating an unauthorized payment transaction, Allegro Finance may temporarily suspend the provision of the Allegro Finance Service in whole or in part, including by limiting the functionality of the settlement tool by suspending the possibility of making payouts or full blocking of the settlement tool made available to the User in the Account, on the terms set out below. Allegro Finance may receive information from Allegro necessary to execute the suspension for the purposes and according to the provisions set out in the Allegro Finance Service Terms & Conditions.

## Criteria Applied when Suspending the Settlement Tool

4.26. The settlement tool functionalities will be suspended when Allegro Finance has reasonable suspicion or information on Account or Transaction security being compromised, especially with respect to:



- a. Funds from Transactions that violate the rules set out in the Allegro Terms & Conditions or Allegro Finance Service Terms & Conditions, or give rise to a reasonable suspicion of a violation of applicable anti-money laundering laws in force, using payment methods, especially a payment card and credit services;
- b. Conducting sales using a third party's identity;
- c. A User entering a business relationship with a person who violates the rules set out in the Allegro Terms & Conditions or Allegro Finance Service Terms & Conditions, or conducts Transactions that give rise to a reasonable suspicion of a violation of applicable anti-money laundering laws in force;
- d. An Account being taken over by an unauthorized third party.

## Description of the procedure for qualifying a given event as a basis for restricting the settlement tool's functionalities

4.27. Allegro Finance will notify the User of restricting the settlement tool's functionalities made available in the Account through the Company to the email address indicated in accordance with the provisions of Section 2 of the Allegro Terms & Conditions. The information sent to the Seller includes the basis for imposing the suspension, the minimum period for which the suspension will be applied, and information on the possibility to submit explanations in connection with the restriction imposed. The type of restriction depends on the nature of the breach, and restrictions of a less onerous nature for the User will be applied first, if they are sufficient to achieve the purpose of their imposition or appropriate to the circumstances.

## Duration of the Restrictions

4.28. The settlement tool's functionalities will be restricted for a period indicated in the information sent to the User, but for not longer than 45 days. This period may be extended by a further 15 days if Allegro Finance needs to perform additional checkups or investigations. The restrictions may also be extended in connection with actions taken by public administration authorities or law enforcement authorities, as a result of the acts undertaken by these authorities for the time necessary to carry them out. Allegro Finance will communicate each change in settlement tool restriction period to the User through the Company via the email address associated with the Account.

4.29. Where the Seller is subject to a settlement tool restrictions, Allegro Finance may, after obtaining the necessary information from Allegro and at the Buyer's request, refund the funds obtained from the Transaction to the Buyer, provided that all of the following conditions are met:

- a. A given Transaction has not been qualified as suspicious or required to be otherwise reported or withheld pursuant to regulations on counteracting money laundering and terrorist financing; and
- b. The Buyer has notified the Company of the non-delivery of the Goods in the Transaction; and

c. The Seller has not documented the performance of the agreement concluded in the Transaction, despite having received the request to do so from the Company, and has not given a response within 3 days from receiving the request, with Saturdays, Sundays, and other public holidays being excluded from such response time. The Seller can document the performance of the agreement concluded with the Buyer, in particular, by sending the Company a copy of proof that the Goods were dispatched; and

d. The Seller is subject to a temporary restriction or suspension of access to particular services provided on Allegro pursuant to paragraphs 2.12 and 8.4 of the Allegro Terms & Conditions, and the Seller has been notified of this by the Company in separate correspondence.

## Reinstating of the Settlement Tool

4.30. The functionality restrictions will be removed from the settlement tool after the expiry of the period for which they were imposed. The functionality restrictions may be removed from the settlement tool before the expiry of the period indicated in the previous sentence if the grounds for applying the restrictions cease to exist earlier, or if the verification process regarding the event triggering the restrictions is completed successfully. Allegro Finance, through the Company, will notify the User, to the email address associated with their Account, about the restrictions being removed from the settlement tool.

## SECTION 5. PRIVACY AND CONFIDENTIALITY

### ~~Rules of personal data protection for Users using the Allegro Finance Service~~ Processing of Personal Data in Connection with the Provision of the Allegro Finance Service

5.1. In connection with the provision/application for the provision of the Allegro Finance Service, Allegro Finance is the controller of the personal data of Users who are natural persons, representatives of the User and their beneficial owners.

5.2. Personal data are processed by Allegro Finance in order to:

a. Take actions related to the conclusion of the agreement for the provision of the Allegro Finance Service with the User who is a natural person (Article 6(1)(b) of the GDPR — necessary for entering into and performance of a contract);

b. Take actions related to the conclusion of an agreement with the User through a representative for the provision of the Allegro Finance Service (Article 6(1)(f) of the GDPR — the legitimate interest of Allegro Finance in establishing a relationship with the User);

c. Ensure security of the Allegro Finance Service (Article 6(1)(b) of the GDPR — necessary for the entering into and performance of a contract);

d. Application of financial security measures provided for in the Act of March 1, 2018, on counteracting money laundering and terrorist financing (Article 6(1)(c) of the GDPR in conjunction with Article 34 of the Act on counteracting money laundering);

e. Compliance with legal obligations related to the need to limit access to services or functionalities on the basis of special provisions (Article 6(1)(c) of the GDPR — necessary for compliance with a legal obligation on the basis of special provisions);

f. Preparing and providing reports and analyzes referred to in special provisions (Article 6(1)(c) of the GDPR — necessary for compliance with a legal obligation on the basis of special provisions);

g. Compliance with statutory obligations under tax and accounting regulations (Article 6(1)(c) of the GDPR in conjunction with Article 70 § 1 of the Tax Ordinance Act and Article 74 of the Accounting Act — processing necessary for compliance with a legal obligation);

h. Prevention of and counteracting fraud on Allegro, including tax fraud (Article 6(1)(f) of the GDPR — legitimate interest of Allegro Finance in counteracting abuse and fraud on Allegro);

i. Exercise or defense of legal claims arising from the provision of services (Article 6(1)(f) of the GDPR — legitimate interest of Allegro Finance in the protection of the Company's rights).

5.3 Company shall disclose to Allegro Finance the Users' **Personal** personal data such as the User's first and last name, address, email address, contact number, User login, **information about offers (products, terms or course of transactions, including complaint proceedings)**, and other data referred to in paragraph 4.4 ~~in order to enable Allegro Finance to provide for the purposes of providing the Allegro Finance Service, counteracting abuse and fraud on the Allegro platform, the Allegro Finance Service and to fulfill its obligations provided for in applicable laws, including, but not limited to, regulations on counteracting money laundering and terrorist financing and for Allegro Finance to perform its obligations provided for in applicable laws, including in particular regulations on counteracting money laundering and terrorist financing.~~ If necessary, the Company may also provide Allegro Finance with other personal data required to achieve the purposes of processing.

~~5.2. The personal data disclosed to Allegro Finance shall be the data necessary to provide the Allegro Finance Service and fulfill the obligations related to the provision thereof.~~

~~5.3. In addition to Company, Allegro Finance shall be another controller, within the meaning of the GDPR, of the Users' personal data disclosed by Company to Allegro Finance.~~

~~5.4. The personal data disclosed by Company to Allegro Finance shall be processed pursuant to applicable laws, including without limitation the GDPR, the Act of 18 July 2002 on the Provision of Services by Electronic Means and the Act.~~

~~5.5. Allegro Finance shall exercise due diligence when selecting and using appropriate technical and organizational measures ensuring the protection of processed data, including IT security measures (e.g., data encryption systems). Allegro Finance shall protect data against their disclosure to unauthorized persons as well as against other cases of their disclosure, loss, destruction, unauthorized modification, and illegal processing. Allegro Finance shall exercise permanent control over data processing. It shall~~



~~restrict access to data to the maximum possible extent, granting appropriate authorizations only when necessary to provide services in a proper manner.~~

~~5.6. Allegro Finance shall ensure that the Users whose personal data have been disclosed to it by Company are able to exercise their rights under the GDPR, including the right to request the controller to grant the User access to their data, the right to rectify them, the right to erase them or restrict their processing, the right to object to their processing, the right to data portability, the right not to be subject to automated decision-making, including profiling, and, in the case of data processed based on consent, the right to withdraw consent under the terms provided for in the GDPR.~~

~~5.7. Personal data of the Users whose personal data have been disclosed by Company to Allegro Finance may be made available to the following entities:~~

~~a. the entities authorized to receive such data under applicable laws, including competent judicial authorities, in particular as part of the fulfillment of Allegro Finance's obligations provided for in applicable laws and related to the provision of the Allegro Finance Service by Allegro Finance;~~

~~b. to the extent and for the time necessary to provide or perform the Allegro Finance Service and in relation to this Service – to third parties, including entities that Allegro Finance commissions to perform actions related to the provision of the Allegro Finance Service or which participate in (and benefit from) the Allegro Finance Service;~~

~~c. Company to counter fraud on the Allegro website in connection with the payment services provided.~~

~~5.8. In connection with the cooperation between Allegro Finance and Company in connection with the availability and provision of the Allegro Finance Service on the Allegro website to Users, Company shall have access to information about the Allegro Finance Service, including without limitation the information available in the Account (including financial data). On the other hand, since Company entrusts to third parties the performance of certain activities related to User service, also in connection with the Allegro Finance Service, such third parties used by Company shall also have access to information about the Allegro Finance Service following their prior acceptance by Allegro Finance. Therefore, by accepting these Terms & Conditions, the User expresses their electronic consent to the disclosure of such information by Allegro Finance to Company (and also to the entities used by Company for the aforementioned purpose), thus releasing Allegro Finance from the obligation to observe professional secrecy related to the provision of payment services, as referred to in the Act, vis-à-vis Company and the entities used by Company. Due to the terms of the provision of the Allegro Finance Service on the Allegro website, the withdrawal of the aforementioned consent shall be tantamount to the termination of the Framework Agreement with immediate effect.~~

~~5.9. Detailed information on the processing of the Users' personal data by Allegro Finance, including the obligations and rights related to their collection and further processing, is available in the Allegro Finance Privacy Protection Policy enclosed herewith.~~

5.4. Allegro Finance will exercise due diligence when selecting and using appropriate technical and organizational measures ensuring protection of the processed data, including IT security measures (e.g., data encryption systems). Allegro Finance will protect data against disclosure to unauthorized persons,

as well as against other cases of their disclosure, loss, destruction, unauthorized modification, and illegal processing. Allegro Finance will exercise permanent control of the data processing and will restrict access to data as far as possible, granting appropriate authorizations only when necessary for the proper provision of services.

5.5. In order to counteract abuse, fraud, and acts that violate the terms of our services, applicable laws (including national or international restrictive measures), or that negatively affects security, Allegro Finance automatically processes Personal Data relating to the use of Allegro Finance's services and products, including analyzing links with other parties whose Personal Data it processes. These actions may have an effect of automatically limiting the ability to use the services or functionalities, e.g. automatic suspension/reinstatement of the ability to use Allegro Finance's services, their individual functionalities, or payouts of collected funds.

5.6. Allegro Finance will ensure the ability to exercise the rights under the GDPR, including the right to request the controller to grant the User access to Personal Data, the right to rectify them, the right to erase them or restrict their processing, the right to object to their processing, the right to data portability, the right not to be subject to automated decision-making, including profiling, and — in the case of data processed based on consent — the right to withdraw consent in accordance with the principles provided for in the GDPR.

5.7. Personal Data of the Users whose Personal Data have been disclosed by the Company to Allegro Finance may be made available to the following parties:

- a. To parties authorized to receive such data under applicable laws, including competent judicial authorities, in particular, as part of fulfilling Allegro Finance's obligations provided for in applicable laws and related to the provision of the Allegro Finance Service;
- b. To the extent and for the time necessary to provide or perform the Allegro Finance Service and in relation to this service — to third parties, including parties engaged by Allegro Finance to perform actions related to the provision of the Allegro Finance Service or which participate in (and benefit from) the Allegro Finance Service;
- c. To the Company, parties affiliated with the Company and providing services on the Allegro platform for the purpose of providing services on Allegro, preventing and counteracting fraud on Allegro, including tax fraud, or in order to perform obligations to collect, verify or transfer data to authorities that result from legal provisions.

5.8. Due to the cooperation between Allegro Finance and the Company in connection with the availability and provision of the Allegro Finance Service on Allegro to Users, the Company will have access to information about the Allegro Finance Service, in particular information available in the Account (including financial data). On the other hand, since the Company engages third parties to perform certain activities related to User service, also in connection with the Allegro Finance Service, such third parties engaged by the Company will also have access to information about the Allegro Finance Service following their prior acceptance by Allegro Finance. Therefore, by accepting these Terms & Conditions, the User expresses their consent electronically to the disclosure of such information by Allegro Finance to the Company (and also to the parties engaged by the Company in the scope described above), thereby



releasing Allegro Finance from the obligation to observe professional secrecy related to the provision of payment services, as referred to in the Act, toward the Company and the parties engaged by the Company. Due to the terms of the provision of the Allegro Finance Service on Allegro, the withdrawal of the aforementioned consent entails the termination of the Framework Agreement with immediate effect.

5.9. Detailed information on the processing of Personal Data by Allegro Finance, including the obligations and rights related to their acquisition and further processing, is available in the Allegro Finance Privacy Protection Policy attached as an appendix to these Terms & Conditions.

5.10. Any complaints about the processing of Personal Data by Allegro Finance may be lodged with the President of the Personal Data Protection Office, ul Stawki 2, 00-193 Warsaw.

(...)

## SECTION 8. MISCELLANEOUS PROVISIONS

### Opting out of the Allegro Finance Service

8.1. The Seller may terminate the Framework Agreement at any time by sending a notice of termination in the electronic form to Allegro Finance's email address indicated in paragraph 1.1 or by letter to the following address: Allegro Finance sp. z o.o., ul. Wierzbicice 1B, 61-569 Poznań.

8.1a. Within 14 days from the conclusion of the agreement referred to in paragraph 1.4, the Seller may withdraw from it, without stating any reason, by sending a relevant statement by email to [kontakt@allegrofinance.pl](mailto:kontakt@allegrofinance.pl) or by letter to: Allegro Finance sp. z o.o., ul. Wierzbicice 1B, 61-569 Poznań. However, if the Allegro Finance Service is used and completed before the end of this time limit, such payment will not be refundable. The Seller acknowledges that the Allegro Finance Service will be performed at the User's request immediately after concluding the agreement on the provision of this Service.

8.2. Allegro Finance may terminate the Framework Agreement at any time with immediate effect in the case of any violation of these Terms & Conditions, by sending a relevant notice in the electronic form to the User's email address or by letter to the address provided by the User.

8.2a. Allegro Finance may terminate the framework agreement for the provision of the Allegro Finance Service for the Seller with two months' notice, in accordance with Article 35(2) of the Act, or with immediate effect in the following cases:

a. Allegro Finance's inability to fulfill the obligations under the Act of March 1, 2018, on counteracting money laundering and terrorist financing, for reasons attributable to the Seller, including the Seller's failure to provide, within the time limit set by Allegro Finance, clarifications or documents necessary to apply financial security measures;

b. When such an obligation is imposed on Allegro Finance under other provisions of generally applicable law;



c. The entry into force of court judgments, decisions, recommendations, or guidelines of the General Financial Information Inspector (GIIF), the Polish Financial Supervision Authority (KNF), or other supervisory authorities or agencies competent in this area, preventing the provision of services;

d. In the event of a reasonable suspicion of money laundering, terrorist financing or fraud committed by the Seller;

e. When the Payment Operator determines, on the basis of a risk analysis carried out as per the Act of March 1, 2018, on counteracting money laundering and terrorist financing, that the provision of the Services to the Seller constitutes an unacceptable risk, in particular as regards business relations with politically exposed persons.

(...)

## Appendix No. 12

### Appendix No. 12 Terms & Conditions of the “Allegro Smart!” service for the Sellers

(...)

#### **Allegro.cz**

(...)

### III. Terms & Conditions of the Service (Allegro.cz)

(...)

3. Detailed terms and conditions which qualify the Seller to use the Services:

a. for the Offer covered by the Service, throughout the Offer’s duration, the Seller must provide:

- delivery Goods options Allegro ~~WE+DO~~ One Courier delivery method from the Parcel delivery group (for Sellers shipping from Czechia to Czechia) or Goods delivery options: Allegro International Courier Czechia (for Sellers dispatching from Poland to Czechia), and
- Goods delivery options: Allegro ~~WE+DO~~ One Parcel Lockers or Allegro ~~WE+DO~~ One Pick-Up Point (for Sellers dispatching from Czechia to Czechia) or Goods delivery options: Allegro International Parcel Lockers Czechia or Allegro International Pick-up Points Czechia (for Sellers dispatching from Poland to Czechia),
- at least one delivery option that meets the criteria of Smart! Payment on Delivery

(...)





Where the type of the Goods prevents their dispatch with the use of delivery options from the delivery groups: parcel locker and pick-up point, it is permissible to provide in the Offer only the Goods delivery option: Allegro ~~WE-DO~~ One Courier from the Goods delivery group: Courier delivery (for Sellers dispatching from Czechia to Czechia) or the Goods delivery option: Allegro International Courier Czechia (for Sellers dispatching from Poland to Czechia).

If the offer presents Goods manufactured according to the Buyer's requirements or adapted to their individual needs, the Seller — within the scope of the given offer — is released from the obligation to provide a delivery option meeting the delivery criteria of Smart! Payment on Delivery.

(...)

### III. Terms & Conditions of the Service (Allegro.sk)

(...)

3. Detailed terms and conditions which qualify the Seller to use the Services:

a. for the Offer covered by the Service, throughout the Offer's duration, the Seller must provide:

- at least one delivery option from the Goods delivery group: courier delivery, and
- at least one delivery option from the delivery groups: pick-up point or parcel locker,
- at least one delivery option that meets the criteria of Smart! Payment on Delivery

(...)

If the type of the Goods prevents their shipping via the delivery options from the delivery groups: parcel locker and pick-up point, the Offer can contain only the delivery options from the Goods delivery group: courier deliveries, the list of which is available for Sellers having an Account on Allegro at: <https://allegro.pl/pomoc/dla-sprzedajacych/informacje-dla-sprzedajacych/allegro-smart-na-allegro-sk-informacje-dla-sprzedajacych-E7kBBZP6mhb>, for Sellers having an Account on Allegro.cz at: <https://allegro.cz/pomoc/pro-prodejce/allegro-smart-pro-prodejce/allegro-smart-na-allegro-sk-informace-pro-prodejce-jn8dAdzVDIO>, and for Sellers with an Allegro.sk Account available at: <https://help.allegro.com/sell/sk/go/2Y69vGXG8Uo>.

If the offer presents Goods manufactured according to the Buyer's requirements or adapted to their individual needs, the Seller — within the scope of the given offer — is released from the obligation to provide a delivery option meeting the delivery criteria of Smart! Payment on Delivery.

(...)



# Appendix No. 13

## Appendix No. 13. Allegro Lokalnie

(...)

### Section 1. Definitions

(...)

**Classifieds with the "Buy now" option** — a Classified Ad with an option to make a Transaction on Allegro Lokalnie or Allegro, created and functioning as per Section 4 of this Appendix.

**Classifieds with Auction** — a Classified Ad with an option to enter into a Transaction on Allegro Lokalnie or Allegro through the bidding procedure, created and functioning as per Section 4 of this Appendix.

(...)

### Section 2. Using Allegro Lokalnie

(...)

2.3. The Recommendation System on Allegro Lokalnie and Classified Ads originating from Allegro Lokalnie, but visible on Allegro, in accordance with the content of this Appendix, takes into account the following factors:

a) data about Allegro Lokalnie classifieds: Classified Ad type, Classified Ad category, Classified Ad price, time since listing of the Classified Ad, availability of Smart! delivery, price range of similar products, Classified Ad parameters (producer, brand, etc.), active promotion in the Classified Ad, distance of the Seller from the product searcher (default sorting of listings by distance), [quality of the Classified Ad \(number of images, description\), popularity \(number of views\)](#).

b) the history of the User's viewings of Classifieds (if the User has consented to personalization and marketing activities),

(...)

### Section 3. Classifieds

(...)

3.4. Posted Classifieds shall be visible on Allegro Lokalnie and Allegro. [Classifieds selected by the Company may also be visible in places selected by the Company on Allegro.](#)



3.4a. Classifieds in the categories "Real Estate" and "Automotive" in the subcategories: Cars, Motorcycles and Quads, Machinery, Trailers, Semi-Trailers and Other Vehicles and Boats are also visible on Allegro.

(...)

3.16. Classifieds listed on Allegro Lokalnie shall be sorted by default by the listing date with the most recent ones at the top of the list. ~~Classifieds displayed at Allegro shall be sorted by default randomly.~~

3.17. Classifieds may be linked to the Product.

(...)

## Appendix No. 16

### Appendix No. 16 General Terms & Conditions of Delivery Service

(...)

#### Allegro.cz

### Section 1. Definitions (Allegro.cz)

(...)

2. Capitalized terms used herein, whether in plural or singular, shall have the following meaning:

(...)

**Carrier** — a third party providing to the Company or to the Seller any services, in particular, the services of picking up, moving, sorting, or delivering any Parcel between the Seller and the Recipient, including providing of Services or Additional Services.

Carriers are:

(...)

d) ~~WE|DO CZ s.r.o., with its registered office at the address: Pražská 180, 250 66 Zdiby,~~ Allegro Retail a.s., with its registered office at the address: U garáží 1611/1, Holešovice, 170 00 Praha 7, ICO: ~~08313628 2620496~~, the party providing Services in the following delivery options: Allegro ~~WE|DO One Courier~~, Allegro Pick-up at ~~WE|DO Pick-up Point~~ ~~One Pick-Up Point~~, Allegro ~~WE|DO Parcel Lockers~~ ~~One Parcel Lockers~~.

(...)



**Carrier's Terms & Conditions** — valid documents governing the terms and conditions on which the Carrier provides the Services, i.e.

(...)

General Terms and Conditions of Service by ~~WE+DO~~ **One** ~~WE+DO~~  
<https://www.wedo.cz/files/public/documents/General%20business%20terms%20and%20conditions.pdf>

(...)

**Service** — a service provided by the Carrier for the benefit of the User, consisting of the movement, transport or organization of transport of the Goods between the Seller and the Recipient, under the General Terms & Conditions, the Carrier's Terms & Conditions, and generally applicable regulations. The Services are presented by the Company on the Platform under the following names: Allegro DPD Courier Czechia; Allegro DPD Courier Czechia payment on delivery; Allegro DPD Pickup Czechia; Allegro DPD Parcel Lockers Czechia, Allegro DHL Courier Czechia; Allegro DHL Courier Czechia payment on delivery; Allegro Dispatch from Poland to Czechia — Packeta Pick-up point; Allegro Dispatch from Poland to Czechia — Packeta Parcel Lockers; Allegro Dispatch from Poland to Czechia — Packeta Pick-up point payment on delivery; Allegro Dispatch from Poland to Czechia — Packeta Parcel Lockers payment on delivery; Allegro Zásilkovna Parcel Lockers; Allegro Pick-up at Zásilkovna Pick-up Point; Allegro ~~WE+DO~~ **One** Courier; Allegro **One** Pick-up at ~~WE+DO~~ Pick-up Point; Allegro ~~WE+DO~~ **One** Parcel Lockers; Allegro Zásilkovna Parcel Lockers payment on delivery; Allegro Pick-up at Zásilkovna Pick-up Point payment on delivery; Allegro ~~WE+DO~~ **One** Courier payment on delivery; Allegro **One** Pick-up at ~~WE+DO~~ Pick-up Point payment on delivery; Allegro ~~WE+DO~~ **One** Parcel Lockers payment on delivery; Allegro DPD Courier; Allegro DPD Courier payment on delivery; Allegro DPD Pickup Payment on Delivery; Allegro DPD Parcel Lockers; Allegro DPD Parcel Lockers Payment on Delivery; PPL ParcelShop (return at Point).

(...)

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

(...)

5. The Services provided as part of the delivery options: Allegro DPD Courier Czechia payment on delivery; Allegro DHL Courier Czechia payment on delivery; Allegro DPD Courier payment on delivery; Allegro Dispatch from Poland to Czechia - Packeta Pick-up Point payment on delivery; Allegro Dispatch from Poland to Czechia - Packeta Parcel Lockers payment on delivery; Allegro ~~WE+DO~~ **One** Courier payment on delivery; Allegro **One** Pick-up at ~~WE+DO~~ Pick-up Point payment on delivery; Allegro ~~WE+DO~~ **One** Parcel Lockers payment on delivery; Allegro Pick-up at Zásilkovna Pick-up Point payment on delivery; Allegro Zásilkovna Parcel Lockers payment on delivery, Allegro DPD Pickup Payment on Delivery; Allegro DPD Parcel Lockers Payment on Delivery, shall be provided in accordance with, inter alia, the General Terms & Conditions and the Carrier's Terms and Conditions, taking into account the characteristics and agreed scope of those Services and delivery options, which means that the use of the Services provided using these delivery options may be limited, inter alia, to the options of collecting funds from the Recipient selected by the Carrier or made available by the Carrier.



(...)

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

a. for the Services provided based on the Delivery Service as part of the delivery options: Allegro DPD Courier Czechia payment on delivery; Allegro Dispatch from Poland to Czechia — Packeta Pick-up Point payment on delivery; Allegro Dispatch from Poland to Czechia — Packeta Parcel Lockers payment on delivery; Allegro ~~WE+DO~~ **One** Courier payment on delivery; Allegro **One** Pick-up at ~~WE+DO~~ Pick-up Point payment on delivery; Allegro ~~WE+DO~~ **One** Parcel Lockers payment on delivery; Allegro Pick-up at Zásilkovna Pick-up Point payment on delivery; Allegro Zásilkovna Parcel Lockers payment on delivery, Allegro Courier DPD, Allegro Courier DPD Payment on Delivery, Allegro DPD Pickup Payment on Delivery; Allegro DPD Parcel Lockers Payment on Delivery, are made by the Company within two working from receiving the parcel delivery status from the Carrier via the payment operator (PayU), to the Seller's settlement tool maintained by PayU in accordance with the rules set out in Appendix 7A. The maximum payment on delivery amount shall be, as appropriate: PUDO/APM — CZK 20,000.00, courier delivery to the address — CZK 50,000.00.

(...)

9a. If, as part of a single Parcel, the Seller sends several boxes/letters with separate labels on each of them, but all such boxes/letters are related to each other in such a way that their contents together constitute the Goods covered by one Transaction, transfers of funds collected from the Recipient for the Services provided based on the Delivery Service with the use of the 'SwA' Functionality as part of the delivery options: Allegro ~~WE+DO~~ **One** Courier payment on delivery, Allegro **One** Pick-up at ~~WE+DO~~ Pick-up Point payment on delivery, shall be made after all boxes/letters forming the Parcel under a particular Transaction have been delivered.

(...)

## **Allegro.sk**

### Section 1. Definitions (Allegro.sk)

(...)

2. Capitalized terms used herein, whether in plural or singular, shall have the following meaning:

**Carrier** — a third party providing to the Company or to the Seller any services, in particular, the services of picking up, moving, sorting, or delivering any Parcel between the Seller and the Recipient, including providing of Services or Additional Services.

Carriers of Services and Additional Services are:

g) Allegro Retail a.s., with registered office U garží 1611/1, Holešovice, 170 00 Praha 7, ICO no: 26204967, provider of Delivery Method Services: Allegro One Courier Slovakia, Allegro One Courier Slovakia payment on delivery, Allegro One Parcel Lockers Slovakia;



g) h) the entities whose services the Seller uses under agreements concluded directly between the Carrier and the Seller.

(...)

**Carrier's Terms & Conditions** — valid documents governing the terms and conditions on which the Carrier provides the Services, i.e.

(...)

General terms and conditions of service One: <https://www.wedo.cz/files/public/documents/General%20business%20terms%20and%20conditions.pdf>

(...)

**Service** — a service provided by the Carrier for the benefit of the User, consisting of the movement, transport or organization of transport of the Goods between the Seller and the Recipient, under the General Terms & Conditions, the Carrier's Terms & Conditions, and generally applicable regulations. The Services are presented by the Company on the Platform under the following names: Allegro DPD Courier Slovakia; Allegro DPD Courier Slovakia payment on delivery; Allegro DHL Courier Slovakia; Allegro DHL Courier Slovakia payment on delivery; Allegro Dispatch from Poland to Slovakia — Packeta Pick-up point; Allegro Dispatch from Poland to Slovakia — Packeta Pick-up point payment on delivery; Allegro Dispatch from Poland to Slovakia — Packeta Parcel Lockers; Allegro Dispatch from Poland to Slovakia — Packeta Parcel Lockers payment on delivery; Allegro Dispatch from Czechia to Slovakia— Packeta Pick-up Point; Allegro Dispatch from Czechia to Slovakia— Packeta Pick-up Point payment on delivery; Allegro Dispatch from Czechia to Slovakia— Packeta Parcel Lockers; Allegro Dispatch from Czechia to Slovakia— Packeta Parcel Lockers payment on delivery; Allegro Packeta Pick-up Point; Allegro Packeta Pick-up Point payment on delivery; Allegro Packeta Parcel Lockers; Allegro Packeta Parcel Lockers payment on delivery; Allegro DPD Courier Slovakia; Allegro DPD Courier Slovakia payment on delivery; Allegro DPD Pickup Slovakia; Allegro DPD Parcel Lockers Slovakia; Allegro DPD Courier, Allegro DPD Courier payment on delivery, Allegro DPD Pickup, Allegro DPD Pickup payment on delivery, Allegro DPD Parcel Locker, Allegro DPD Parcel Locker payment on delivery, Allegro Courier UPS Slovakia, Allegro Courier UPS Slovakia payment on delivery, [Allegro International Courier Slovakia](#), [Allegro International Courier Slovakia payment on delivery](#), [Allegro International Parcel Lockers Slovakia](#);

(...)

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

(...)

4. [The Seller's use of the Services provided by the Supplier - Allegro Retail a.s. is only possible within the scope of using the Delivery Service using the WzA Functionality.](#)

5. The Services and Additional Services are provided by the Carrier pursuant to the agreement concluded between the Company and a given Carrier for the benefit of the User. The Services and Additional Services are provided as part of the Delivery Service, in keeping with the provisions of the General Terms & Conditions, Allegro Terms & Conditions, and the Carrier's Terms & Conditions.

~~5.~~ 6. The Services provided as part of the delivery options: Allegro DHL Courier Slovakia payment on delivery; Allegro DPD Courier Slovakia payment on delivery; Allegro Dispatch from Poland to Slovakia — Packeta Pick-up point payment on delivery; Allegro Dispatch from Czechia to Slovakia — Zásilkovna Pick-Up Point payment on delivery; Allegro Dispatch from Czechia to Slovakia — Zásilkovna Parcel Lockers payment on delivery; Allegro DPD Courier payment on delivery, Allegro DPD Pickup payment on delivery, Allegro Courier UPS Slovakia payment on delivery, Allegro Dispatch from Poland to Slovakia— Packeta Parcel Lockers payment on delivery, [Allegro International Courier Slovakia](#), [Allegro International Courier Slovakia payment on delivery](#), [Allegro International Parcel Lockers Slovakia](#) shall be provided in accordance with, inter alia, the General Terms & Conditions and the Carrier's Terms and Conditions, taking into account the characteristics and agreed scope of those Services and delivery options, which means that the use of the Services provided using these delivery options may be limited, inter alia, to the options of collecting funds from the Recipient selected by the Carrier or made available by the Carrier.

~~6.~~ 7. Parcels shall be picked up, moved, sorted, and delivered, transported, handled, and transport shall be organized by the Carrier in accordance with the General Terms & Conditions, on terms and conditions set out in the Carrier's Terms & Conditions or in agreements concluded directly between the Carrier and the Seller.

~~7.~~ 8. Collections of funds from Recipients for the Services provided as part of the delivery options, shall be made by the Carrier providing a particular Service and shall be made as per the Carrier's Terms & Conditions.

~~8.~~ 9. Transfers of an amount equal to the funds collected from the Recipient:

a. for the Services provided based on the Delivery Service as part of the delivery options: Allegro Allegro DPD Courier Slovakia payment; Allegro Dispatch from Poland to Slovakia— Packeta Pick-up point payment on delivery; Allegro Dispatch from Poland to Slovakia — Packeta Parcel Lockers payment on delivery; Allegro Dispatch from Czechia to Slovakia— Packeta Pick-up point payment on delivery; Allegro Dispatch from Czechia to Slovakia— Packeta Parcel Lockers payment on delivery; Allegro Pick-up at Packeta Pick-up Point payment on delivery; Allegro Packeta Parcel Lockers payment on delivery, Allegro DPD Courier payment on delivery, Allegro DPD Pickup payment on delivery, and Allegro DPD Parcel Locker payment on delivery, Allegro Courier UPS Slovakia payment on delivery are made by the Company within two working from receiving the parcel delivery status from the Carrier via the payment operator (PayU), to the Seller's settlement tool maintained by PayU in accordance with the rules set out in Appendix 7A. The maximum payment on delivery amount shall be, as appropriate: PUDO/APM — 700 EUR courier delivery to the address — 3320 EUR;

b. for the Services provided based on the Delivery Service as part of the delivery options:

Allegro DHL Courier Slovakia



payment on delivery are made by the Company within two working from receiving the parcel delivery status from the Carrier via the payment operator (PayU), to the Seller's settlement tool maintained by PayU in accordance with the rules set out in Appendix 7A. The maximum payment on delivery amount shall be - EUR 1500.

c. within the scope of the Services provided based on the Delivery Service under the delivery methods: Allegro International Courier Slovakia collection is made by the Company within 2 working days from the receipt of the delivery status of the Parcel from the Supplier via the payment operator, which is PayU, to the Seller's billing tool operated by PayU under the terms and conditions specified in Annex 7A. The maximum value of the collection is - EUR 3320;

~~9.~~ 10. Transfers of funds collected from the Recipient for the Services provided based on the Delivery Service as part of the delivery options, shall be made exclusively in the Slovak currency via the payment operator (PayU), to the Seller's settlement tool maintained by PayU in accordance with the rules set out in Appendix 7A.

~~9a.~~ 10a. If, as part of a single Parcel, the Seller sends several boxes/letters with separate labels on each of them, but all such boxes/letters are related to each other in such a way that their contents together constitute the Goods covered by one Transaction, transfers of funds collected from the Recipient for the Services provided based on the Delivery Service with the use of the 'SwA' Functionality as part of the delivery options shall be made after all boxes/letters forming the Parcel under a particular Transaction have been delivered.

~~10.~~ 11. Where the use of the Delivery Service proves impossible or difficult for reasons on the part of the Company or of the Carrier, the Seller shall receive a notice from the Company on the refund of the fees incurred, as referred to in Appendix No. 4 to Allegro Terms & Conditions.

(...)