



Changes to the Allegro Terms & Conditions from March 31, 2025.

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

# Allegro Terms & Conditions

(...)

## II. DETAILED PROVISIONS

(...)

### Section 5. Commencing a Transaction

(...)

5.12.

In light of the fact that Buyers are provided with the Return Policy, as referred to in paragraph 5.11 above, the Seller that has a Business Account or a User conducting business operations shall be obliged to fill out the relevant Goods return form (available in the "Returns Terms" tab) in total, and assign it to their Offers. Additionally, it is required to comply with the following rules:

a. in case of the Buyer's withdrawal from the agreement, ~~if the Goods have not been sent by the Seller yet~~ **made before the Seller changes the order status from "New" to another status appropriate to the stage of order processing** - the Seller shall return the funds paid by the Buyer for the Goods, within 2 business days from the date of the Buyer's cancellation of the Transaction;

b. in case of the Buyer's withdrawal from the agreement, other than referred to in sub-paragraph a. above - the Seller shall return the funds paid by the Buyer for the Goods, within 7 calendar days from the date when the Seller receives the returned Goods, yet no later than 14 days from the date of receipt of the Form filled out by the Buyer;

c. in case of a complaint about the Goods purchased by the Buyer that only requests the refund of the amounts paid - to process the complaint within 14 calendar days from the date of receipt of the Form filled out by the Buyer, and if the complaint is accepted - to make a prompt return of the amounts paid by the Buyers for the Goods;

d. to adjust the delivery option for the returned Goods to their properties and size;

**e. refund payments using Allegro Finance functionalities (does not apply to cases where the Buyer chose the payment on delivery option within Allegro.pl).**

5.13.

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

a. in the case referred to in paragraph 5.12.a above, the Seller **authorizes the Company to forward the order to the Payment Service Operators to** ~~may ask the payment services operators referred to in Appendixes No. 7A, 7B and 7C of the Terms & Conditions, on the basis of information provided by the Company, to pay out~~ **withdraw** the funds available in the settlement tool ~~kept~~ **maintained** for the Sellers in order to ~~return~~ **refund** the amounts paid by the Buyers for the Goods, **the order may be submitted within 2 days from the cancellation of the Transaction;**

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~~ **Payment Service Operator**, shall ask individual ~~payment services operators~~ **Payment Service Operators** ~~referred to in Appendixes No. 7A, 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 No. 7A, 7B and 7C, the Seller may subsequently revoke these instructions.

(...)

## Section 9. Fees and sales commissions, security of the Company's claims

(...)

### 9.10

For the purpose of securing the due claims of the Company under the Secured Receivable, the Seller holding a Regular Account assigns the receivables for the payment of funds from sales conducted by such Seller using Allegro, recorded within the settlement tools operated by Payment Service Providers under the following terms:

The Company has the right to use the above-mentioned security only on condition that a sanction in the form of suspension of the Account has been applied to this Seller in accordance with paragraph 8.4 (b)(1) of the Terms & Conditions.

The Company is entitled to use the security solely to cover due claims and only for the period from the imposition to the lifting of the above sanctions, after the liability has been settled.

The principles set out in Article 9.7 of the Allegro Terms & Conditions apply accordingly.

(...)

## Appendix No. 2

### Appendix No. 2. Rules on creating Offer description

(...)

### Section 3. Additional options

(...)

3.3.

Feature — consists in placing an Offer on the list of featured Offers, i.e. in a clearly separated part of the list of Offers displayed above other Offers, covering only featured Offers, and on the list of featured Products, in the case of an Offer that is a Product Representative.

The Feature may only be used by Sellers who have an active Business Account that is not suspended or subject to a temporary restriction regarding access to specific services provided within Allegro and whose sales quality is defined as at least "Neutral". After the loss of the "Neutral" sales quality level, the Seller may continue to use the Feature for additional 7 days, only for the Offers featured on the last day of possessing the sales quality rated at least "Neutral".

Only Offers available to all Users, with the Buy Now option only, with the "New" Product status and not combined into a Product bundle are can be Featured.

(...)

## Appendix No. 7A

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

(...)

### SECTION 4. TERMS OF PAYOUTS AND OTHER SERVICES FOR SELLERS

(...)

4.2a. In the cases listed in Section 5 (5.12)a) and 5 (5.13)a) of the Allegro Terms & Conditions, ~~on the basis of information received from the Company, PayU automatically returns the Funds to the Buyer,~~ as long as the payment was made as part of the PayU Service. [The Seller hereby authorizes the Company to submit on their behalf, to PayU, the refund order referred to in paragraph 4.2\(b\), subject to the conditions indicated therein.](#)



4.2b. In the cases indicated in Section 2(9) of Appendix No. 22A, Section 2(8) of Appendix No. 22B, or Section 2(9) of Appendix No. 22C to the Allegro Terms & Conditions (in connection with the obligation specified in paragraph 5.12(b) of the Allegro Terms & Conditions), the Seller authorizes the Company to submit instructions to PayU on its behalf, provided for in the provisions referred to at the beginning of this provision.

~~4.2b~~ 4.2c. A Seller who wants to refund the Buyer for a payment made through the PayU Service, but does not have sufficient funds in the settlement tool, may make a payment for this purpose using payment methods provided by the Payment Operator. The amount paid in by the Seller may only be utilized to refund the Buyers' payments that have been processed via the PayU Service.

~~4.2c~~ 4.2d. The Payment Operator shall accept Sellers' payments towards returns on the basis of payment orders made by Sellers. To this end, the Seller shall complete the form available on the Account and indicate the Buyer's payment to be refunded (multiple Buyers' payments can be indicated) and the payment amount. The payment can be made using the payment methods provided by the Payment Operator, as listed in the Account. The maximum amount paid by the Seller may not exceed the total amount of the Buyers' payments processed by the PayU Service and indicated by the Seller as refundable.

~~4.2d~~ 4.2e. The amount paid in by the Seller towards refunds to Buyers shall be made not later than by the end of the business day following the day when the Payment Operator receives the payment order. The payment order shall be deemed received by the Payment Operator once the payment Operator's bank account is credited with the amount transferred by the Seller. Once the Payment Operator receives the payment order, the Seller may not cancel it.

(...)

## SECTION 5. TERMS OF PAYOUTS

(...)

### Paying the fees due to the Company and eCommerce VAT

(...)

5.11b. The payment Operator accepts from the Company a notice of assignment from the Seller, who has a Business Account [or a Regular Account](#) and has transferred the receivables on the terms set out in paragraph 9.6 et seq. [or in paragraph 9.9 or 9.10 of the Allegro Terms and Conditions, respectively](#). As a result of the notification, the Company has the right to demand that the Payment Operator pays out the funds registered 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.

(...)

### The suspension duration



5.15. The settlement tool is suspended for a period indicated in the information sent to the User, however, not to exceed ~~45~~ 75 days. The above-mentioned period may be extended for further 15 days if PayU needs to perform additional checkups or investigations. The suspension may also be extended in connection with actions taken by public administration authorities or law enforcement authorities due to acts undertaken by these authorities for the time necessary to carry them out. PayU shall communicate each change of settlement tool suspension period through the Company to the User to the email address assigned to the Account.

(...)

## Appendix No. 7B

### Appendix No. 7B. Terms & Conditions of the Przelewy24 Service

(...)

#### Section 1. TERMS & CONDITIONS OF SERVICE PROVISION

(...)

#### 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~~ 4,737,100.00, 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. 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](mailto:serwis@przelewy24.pl).

(...)

#### SECTION 4. PRZELEWY24 SERVICE FOR SELLERS SUBJECT TO THE FRAMEWORK AGREEMENT

(...)

4.6. In the case indicated in paragraph 5.12(a) and 5.13(a) of the Allegro Terms & Conditions, if the payment that was to be refunded to the Buyer in connection with such withdrawal was made as part of



the Przelewy24 Service, the Seller hereby authorizes the Company to submit on their behalf, to PayPro, the refund order referred to paragraph 4.2(b), subject to the conditions indicated therein. The authorization for the Company does not apply to refunds to Buyers submitted as part of the service referred to in paragraph 1.2(b).

## SECTION 5. TERMS OF PAYOUTS

(...)

### Payout Withholding period

(...)

5.11e. To avoid interpretative doubts, the provisions of paragraphs 5.9, 5.9(a), 5.9(b), 5.10, 5.11, 5.11(b), and 5.11(c) in the part referring to paragraph 5.12(b) of the Allegro Terms & Conditions, shall also apply directly in cases of application of paragraph 5.12(b) of the Allegro Terms & Conditions based on Section 2(9) of Appendix No. 22A or Section 2(8) of Appendix No. 22B or Section 2(9) of Appendix No. 22C to the Allegro Terms & Conditions. At the same time, such Seller authorizes the Company to submit instructions to PayPro on behalf of the Seller, provided for in the provisions referred to at the beginning of the first sentence of this provision.

(...)

### Paying the fees due to the Company under the Framework Agreement and eCommerce Vat

(...)

5.13a. PayPro consents to the Seller having a Business Account [or a Regular Account](#), whose relationship with PayPro resulting from the Framework Agreement is of a permanent nature, making a security assignment (transfer) on the terms set out in paragraph 9.6. and subsequent [or paragraph 9.9 or 9.10](#) to the Allegro Terms & Conditions [respectively](#), with regard to the receivables of such Seller, for which PayPro is the debtor, however, limited to funds that may be transferred to the Operator or the Company as fees and commissions due to them from the Seller for the performance of the Framework Agreement or for the Seller's use of the services Companies on Allegro. PayPro acknowledges that the assignment occurs through the Seller's acceptance of the Allegro Terms & Conditions. The Company shall notify PayPro of each such assignment and, as a result of the notification, the Company shall have the right to demand from PayPro the payment of funds recorded in the Seller's settlement tools and credit these funds towards the payment of the amounts due each time from the Seller to the Company.

(...)



# 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. In particular, these Terms & Conditions stipulate the rules for:

- a. 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,
- b. mediating in the execution of Transactions between the Buyer and the Seller and the Seller and the Buyer on Allegro,
- c. ~~as well as the rules for handling payment of sales commissions and fees by Users to the Company.~~

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 ~~1,550,000.00~~ PLN 2,750,000.00, 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;~~ in cooperation with other payment institutions 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 for Sellers consists in:



a. 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; ;

b. ~~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; ;

c. ~~In the Allegro Finance Service, it is also possible to use~~ the possibility of using 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; ;

d. intermediating in the execution of a payment transaction between the Seller and the Buyer on Allegro by providing the Seller with the possibility of refunding the received payment.

1.2a. The service provided by Allegro Finance to the Buyer consists in mediating in the execution of a Transaction between the Buyer and the Seller on Allegro by providing the Buyer with tools enabling them to make payments to the Buyer's supplier (e.g., at the bank maintaining a bank account for the Buyer).

(...)

1.5. ~~A framework agreement between Allegro Finance~~ enters into: and

a. ~~the Seller~~ a framework agreement with the Seller shall be entered into at the end of the two-stage contracting procedure. First, the Allegro Finance Terms & Conditions must be accepted, and this shall occur upon accepting the Allegro Terms & Conditions in connection with the conclusion by the Seller in question with Company of the agreement on the provision of services using the Allegro website on the terms stipulated in the Allegro Terms & Conditions; ;

b. an agreement to execute a one-off payment transaction with the Buyer by processing the transaction through Allegro Finance, about which the Buyer is informed at the stage of selecting a payment method.

(...)

1.9. The second stage required for the conclusion of the Framework Agreement shall be the successful completion of the ~~User Identification and Verification procedure~~ Seller referred to in Section 3.

(...)

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 (Payment on Delivery Service). Any financial operations related to these funds will be performed in the Polish currency.

(...)

## Unauthorized payment transactions





1.19. In order to prevent any unauthorized payment transactions, the Seller Users 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 performing POD shipments as part of the Services referred to in Appendix No. 16 of the Allegro Terms & Conditions.

1.20. The Seller Users shall promptly report to Allegro Finance any loss or unauthorized use of their identification details, enabling the placement of payment orders. Such reports should be made in the manner referred to in paragraphs 1.21 and 1.22 within 13 months from the performance date of unauthorized or improperly performed payment transactions or from the date on which a transaction was to be performed. If the Seller Users fails fail to make the report within the aforementioned time limit, the Seller's User's claims against Allegro Finance concerning unauthorized, not performed, or improperly performed payment services shall expire.

## Contacting Allegro Finance

1.21. ~~Allegro Finance shall communicate with the Users in the Polish language.~~ The primary language in which Allegro Finance communicates with Users is Polish. 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 2. ALLEGRO FINANCE LIABILITY

(...)

### Actions taken by Allegro Finance

2.3. Upon the Seller's User's request, Allegro Finance shall take immediate action to track the payment transaction and notify the Seller's User of its result, with such action being free of charge for the payee.

(...)

2.5. Allegro Finance shall not be held liable for any delays in transferring due funds to the payment account indicated by the Seller on the terms stipulated in Section 4. due to the Seller's failure to provide data or due to the Seller having provided inaccurate or incomplete data, which prevents a bank transfer from being effected.

(...)

## SECTION 3. IDENTIFICATION AND VERIFICATION PROCEDURE

(...)



3.2. If the Seller's Account functionality on the Allegro website has been restricted by suspension or the actions referred to in paragraphs ~~2.13~~ 2.12 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:

(...)

b. unauthorized use of the Allegro Finance Service by the Seller **User** or a third party acting in concert or with the Seller's express or implied consent;

(...)

3.3. The Seller shall undergo the Allegro registration and account activation procedure described in paragraph 2.6 of the Allegro Terms & Conditions. Moreover, the Seller shall undergo the identification and verification process referred to in the Act on Counteracting Money Laundering and Terrorist Financing, (hereinafter: "User Identification and Verification"). Company shall provide Allegro Finance with the ~~basic details~~ **Seller, obtained in the process of "User Identification and Verification"** referred to in paragraph 5.4. Allegro Finance may also carry out extended ~~User~~ **Seller** Identification and Verification applying a procedure provided for in applicable laws, which enables Allegro Finance to ~~request that~~ **requesting** the Seller provide other required identification and verification data for this purpose. This paragraph shall apply *mutatis mutandis* to a change of the payment account referred to in paragraph 4.4 by the Seller.

3.3a. In order to enable the execution of the Transaction, the Company will provide Allegro Finance with the identification data of Users (e.g., first name, last name, company name), contact details (e.g., street name and house number, postal code, city, e-mail address, contact number, data provided on the delivery form) and transaction data (title, conditions or course of the Transaction and data on the complaint procedure in the event of the need for refund).

3.4. The User shall comply with applicable laws, this ~~Framework~~ Agreement, and the Allegro Terms & Conditions.

(...)

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

(...)

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

(...)

4.2. The Allegro Finance Service 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).
- c. handling payments of commissions and fees by Users to the Company.

(...)

4.2b. In the cases referred to in paragraph 5.12(a) and 5.13(a) of the Allegro Terms & Conditions, if the payment to be refunded to the Buyer due to such withdrawal was made through the Allegro Finance Service, the Seller authorizes the Company to submit on their behalf, to Allegro Finance, the refund instruction referred to in paragraph 4.2(b)), subject to the conditions specified therein.

4.2c. In the cases referred to in Section 2(9) of Appendix No. 22A, Section 2(8) of Appendix No. 22B or Section 2(9) of Appendix No. 22C to the Allegro Terms & Conditions (in connection with the obligation specified in paragraph 5.12(b) of the Allegro Terms & Conditions), the Seller authorizes the Company to submit on its behalf to Allegro Finance the refund instructions referred to in paragraph 4.2(b), subject to the conditions specified therein.

(...)

## Order receipt by Allegro Finance

4.3. In the Allegro Finance Service, the ~~User~~ Seller has access to a limited-functionality payment instrument that enables the User to transfer the funds recorded in the ~~User's~~ Seller'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~~ Seller'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 Seller ~~User~~. A payout order is deemed received:

- a. When Allegro Finance receives an order placed by the ~~User~~ Seller — for payouts on demand. The ~~User~~ Seller 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~~ Seller in the configuration form — for automatic payouts, the ~~User~~ Seller may cancel a recurring payout order by the end of the working day preceding the payout date indicated by the ~~User~~ Seller 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. 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 [verify the correctness of the bank account using the method provided by the Company](#) ~~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.

(...)

## Frequency of Payouts

4.6. In the functionality referred to in paragraph 4.1., the ~~User~~ [Seller](#) 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~~ [Seller](#) 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.

(...)

4.7. In the functionality referred to in paragraph 4.1., the ~~User~~ [Seller](#) 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~~ [Seller](#) 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.

(...)

4.8. Using of the functionality referred to in paragraph 4.1, the ~~User~~ Seller 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~~ Seller 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~~ Seller 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~~ Seller 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~~ Seller 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~~ **Seller** 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~~ **Seller'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~~ **Seller** changes the account to an account in a bank that does settle transactions in a currency provided by Allegro Finance; and

(...)

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~~ **Seller** of the refusal and of the need to specify a different account for payout.

(...)

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

(...)

4.23. Allegro Finance accepts from the Company a notice of assignment from a Seller who has a Business Account **or a Regular Account** and has transferred the receivables on the terms set out in paragraph 9.6 et seq. **or paragraph 9.9 or 9.10** of the Allegro Terms and Conditions, **respectively**. 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

4.24. 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~~ **Seller** 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.

(...)

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

4.26. Allegro Finance will notify the ~~User~~ **Seller** 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 Seller will be applied first, if they are sufficient to achieve the purpose of their imposition or appropriate to the circumstances.

## Duration of the Restrictions

4.27. The settlement tool's functionalities will be restricted for a period indicated in the information sent to the User, but for not longer than 4575 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.

(...)

## SECTION 5. PRIVACY AND CONFIDENTIALITY

(...)

5.3. For the purposes of providing the Allegro Finance Service, counteracting fraud and abuse on the Allegro platform, as well as for Allegro Finance to fulfill its obligations under applicable law, including in particular the provisions on counteracting money laundering and terrorism financing, the Company provides Allegro Finance with Personal Data:

a. of Sellers obtained by the Company in the process of "User Identification and Verification " and bank account numbers verified by the Company (paragraph 4.4.) and data on the Seller's offers ,

b. of Sellers and Buyers listed in paragraph 3.3a.

If necessary, the Company may also provide Allegro Finance with other personal data necessary to achieve the purposes of processing.

~~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 for the purposes of providing the Allegro Finance Service, counteracting abuse and fraud on the Allegro platform, 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.~~

(...)



5.7. 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:

(...)

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 payment institutions), 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;

(...)

5.7a. When performing the Allegro Finance Service, Allegro Finance cooperates with PayU S.A. and PayPro S.A., to whom it may disclose the Users' personal data to the extent necessary to perform the Allegro Finance Service. More information on the principles of processing the User's personal data by

a. PayU S.A. is can be found on the website available here,

b. PayPro S.A. can be found on the website available here.

(...)

## SECTION 8. MISCELLANEOUS PROVISIONS

(...)

### Governing law

8.4. The agreement between the User and Company and the agreement between the User and Allegro Finance concerning the services provided by Allegro Finance as part of the Allegro Finance Service on the terms set forth herein shall be governed by Polish law. In the case of Users who are consumers, the above choice of law does not exclude the protection granted to Users under the mandatory provisions of the law of the country in which the User has their habitual residence.

(...)

## Appendix No. 9

### Appendix No. 9: Allegro Protect - Terms & Conditions

(...)

### Section 3. Compensation claim in the Allegro Protect

(...)





4. The Buyer who made a purchase on Allegro and canceled the Transaction and did not receive a refund of the due payment within 2 days of canceling the Transaction, i.e., in the case referred to in Section 1(1)(e), consents to the automatic generation on their behalf of a request for compensation from Allegro Protect, replacing the completion of the Form, and thus to the conclusion of a debt accession agreement with the Company (in accordance with Appendix No. 9 to the Allegro Terms & Conditions, Section 4(9)) . The requirement to conduct a Discussion referred to in paragraph 1 above does not apply.

5. The Buyer who made a purchase on Allegro.cz, Allegro.sk, or Allegro.hu and returned the Goods due to withdrawal from the contract using the return form within Allegro and did not receive a refund of the due payment within 7 days of delivery of the return parcel to the Seller (provided that the Company has the status of a return parcel), i.e., in the case referred to in Section 1(1)(e), consents to the automatic generation on their behalf of a request for compensation from Allegro Protect, replacing the completion of the Form, and thus to the conclusion of a debt accession agreement with the Company (in accordance with Appendix No. 9 to the Allegro Terms & Conditions, Section 4(9)) . The requirement to conduct a Discussion referred to in paragraph 1 above does not apply.

(...)

## Appendix No. 22A

### Appendix No. 22A. Allegro.cz

(...)

### Section 2. Differences and exceptions

(...)

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

(...)

## Appendix No. 22B.

### Appendix No. 22B. Allegro.sk



(...)

## Section 2. Differences and exceptions

(...)

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

(...)

## Appendix No. 22C.

### Appendix No. 22C. Allegro.hu

(...)

## Section 2. Differences and exceptions

(...)

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