Changes to the Allegro Terms & Conditions from October 21, 2024.

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

### Allegro Terms & Conditions

(...)

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

(...)

2.9.

The User may register more than one Account provided that a different email address is assigned to each of them. Another Business Account may not be registered with the same data the same NIP until the verification process on the existing Business Account has been completed. User with an active Subscription service may, as part of signing into Allegro, switch between any number of Accounts without the need to sign into a given User's Account each time separately. In addition, they can authorize any person to use selected functions related to the processing of Transactions and Offers after signing into the Account. Users shall be fully responsible for any actions and omissions related to the mentioned functions performed by the authorized person.

The Company uses automatic mechanisms to detect whether a User has more than one Account.

The User may not use Accounts to perform acts that violate the Terms & Conditions. It is prohibited-in particular:

a. to participate in an Auction using more than one Account;

b. to bid or enter into a Goods sale agreement in the case of one's own Offers or Offers of close relatives or persons living with the User in the same household or other entities with which the Buyer is in relations resulting in well-grounded doubts that the parties act in agreement with the aim to affect the result of a given Transaction in violation of law or good practice, and add Ratings for such Transactions;

c. to complete another Registration in order to avoid the payment of amounts due to the Company for the services provided on Allegro.

d. using multiple Accounts to circumvent the terms of promotions, programs, or services provided by the Company on Allegro,

e. using Accounts to manipulate the popularity of offers, Sellers (including Seller quality statistics) or Ratings.

2.9.a

If it is found that the User has been using any Account in a manner contrary to paragraph 2.9(d), the Company shall apply technological solutions to automatically prevent the conclusion of the agreement in violation of the terms of promotion, programs, or services provided by the Company on Allegro.

The User may appeal against the imposed restriction in accordance with Section 16 of the Allegro Terms & Conditions.

(...)

2.11.

The Accounts shall be non-transferable save that, with the consent of or after verification of the Company:

a. a Business Account User may change the form of their business via a transformation, division, or merger of the entity, in situations provided for by the provisions of Polish law,

b. an enterprise operating with a Business Account may be acquired as part of inheritance,

c. a Regular Account may be transferred by the User to their spouse.

d. a Regular Account User may change the Account type to a Business Account for the sole purpose of making purchases under Allegro Business after completing the relevant form available at https://allegro.pl/biznes/konwersja-konta. The condition for the Account change referred to in the preceding sentence is that the User has not sold Goods on Allegro in the two years preceding the date of completing the form.

(...)

#### Section 3. Offers

(...)

3.4.

1. The Company uses default sorting of Offers the list of Offers, and Products in the list of Products to adjust the order of their placement to the behaviors of Buyers in all Marketplaces and mall.cz ("Offer Relevance").

The following factors are taken into account with respect to Offer Relevance:

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4. Offer information, such as whether the relevant Offer is linked to the Product (this applies solely to Offers in the list of Products), compliance of the Offer description with the Terms & Conditions; the number of displays of the Offer in different time intervals; the number of purchases made in a specific Offer; the number of Goods added by Users to the cart within a given Offer; the number of Users who marked (or unmarked) a given Offer as Favorite; the price of the listed Goods; the number of methods of free delivery made available by the Seller within the Offer; the estimated delivery time for the Goods resulting from the Goods shipment time as declared by the Seller, the actual time of making this shipment and the delivery option provided by the Seller in the Offer; the availability of free return options; the status of the listed Goods, including their features; mode of the conclusion of the sales agreement — Buy now/Auction; the timeframe of the Offer; promotion options; "Official Store" badge, Best Price Guarantee offer feature; placing in the Deal Zone, posting the Offer in the category that corresponds best to a given type of products; and whether the Offer title is similar to the content of the Users' query in the search engine concerning the Goods being the subject of this Offer;

2. The Company shall use default sorting of Products in the list of Products, to adjust the order of their placement on that list with regard to the behaviors of Buyers in all Marketplaces and mall.cz ("Product Relevance"). In the default Product Relevance sort, Offers (including sponsored offers) may also be displayed. The Product Relevance shall take into account the following factors:

Primarily whether the Offer is linked to the Product; compliance of the Offer description with the Terms & Conditions; the number of Offers linked to the Product; the number of Product Offer views and the number of Product views in different time intervals; the number of purchases made in a specific Offer and of a specific Product; the quantity of Goods added by Users to the cart in a given Offer and of a given Product; the number of Users who added or removed a given Offer to or from Favorites; the price of the Goods listed in the Offer and the average price of the Product; the number of free delivery options provided by the Seller in the Offer; the estimated delivery time for the Goods resulting from the Goods dispatch time as declared by the Seller, the actual time of dispatch, and the shipping time in the delivery options provided by the Seller in the Offer; the condition of the Goods offered, including their features; the sales agreement type — Buy Now/Auction; the Offer duration; the Offer promotion options applied; the Best Price Guarantee badge; listing the Offer in the category that corresponds best to a given assortment; and whether the Offer title is similar to Users' queries in the search field concerning the Goods presented in the Offer.

2-3. Both Offer Relevance and Product Relevance takes into account Seller Information information: such as mainly the number of recommend and do not recommend ratings; the rate of "recommended" ratings given by Buyers; average rating of compliance with Goods description; average rating of the quality of customer service provided by the Buyer; dispatching the order within the time declared in the Offer and timely completion of parcel tracking numbers; time of response to messages from other Users; sales quality rating visible in the "My Sales Quality" dashboard; participation in the Super Seller program; the number of violations of Appendix No. 1 to the Terms & Conditions; the number of notices in connection with violations of paragraph 13.3 of the Terms & Conditions and paragraphs 1(4) and 1(7) of Appendix No. 2 to the Terms & Conditions.

(...)

3.8.

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All Offers on Allegro must be linked to Products in line with the Terms & Conditions. An exception to this rule of linking Offers to Products are Offers in categories specified by the Company in a list which can be found at https://help.allegro.com/sell/pl/c/laczenie-ofert-z-katalogiem#d2WYKLBV5s0. Any Offer in breach of the obligation of being linked to a Product is not visible on Allegro and has no effect until it is removed or correctly linked to the Product. The Company may remove such Offers. The Seller who created such an Offer may only take actions related to its removal or linking to the Product. The Company may remove the Offers in question if they remain unlinked to any Product for a period of 7 days.

In the absence of a suitable Product in the indicated category or brand, the Seller may add their suggestion for this Product using the Allegro functionality, in accordance with the rules specified in Appendix No. 10 to the Terms & Conditions.

It is forbidden to add Products in relation to categories or Goods of brands indicated by the Company, a list of which can be found at: <u>https://help.allegro.com/sell/pl/a/kiedy-nie-dodasz-nowego-produktu-do-katalogu-0Aa0gZkaVha?marketplaceId=allegro-pl.</u>

(...)

#### Section 5. Commencing a Transaction

(...)

5.4.

When performing the acts referred to in paragraph 5.1, the Seller shall order the Company to list the Offer on the date indicated by the Seller. If the date is not specified, the listing shall take place after positive verification of the Offer.

For a newly created Account, the number of simultaneously listed Seller's Offers may not exceed 20,000, without the Company's consent. If, during a period of 30 days from the date of publication of the first Offer on a newly created Account, the User under this newly created Account:

a) maintains a sales quality level "Neutral" or higher, and

b) does not violate the provisions of the Terms & Conditions regarding the linking of Offers with a Product and creating Products, and

c) does not use incorrect GTINs in their Offers, the Company shall increase the limit referred to in the preceding sentence to 200,000 simultaneously listed Seller's Offers. The increasing of the limit of simultaneously listed Seller's Offer on a given Account above 200,000 requires additional consent of the Company.

The number of Seller's Offers concerning the same Goods, listed in the same subcategory (regardless of the number of Seller Accounts) in the relevant Marketplace, may not exceed 2, and this limitation does not apply to Goods whose condition is marked with a parameter other than "New".

The limitation on the number of Offers for the same Goods does not apply to Offers that have been created on Allegro Business, where Goods can only be purchased by Users holding Business Accounts. The User in one Business Account, for which the limit of simultaneously published Offers is 200,000 or more, may have 30,000 Offers as referred to in the preceding sentence. If the limit of simultaneously listed Seller's Offers on a Business Account is set to 20,000, it is also the limit of the number of Offers created on Allegro Business.

(...)

#### Section 6. Course of Transaction

(...)

6.4.

When joining the Auction process, the Bidder shall indicate the maximum price for the Goods that they undertake to pay if they win. The Bidder may change the maximum price in the course of the Auction, but may not offer an amount lower than or equal to the current price in the Auction. The subsequent Bidder may outbid the previous Bidder, depending on the current price of the Goods, by an appropriate increment amount as per the table below the tables below applicable in the periods specified:

#### The bid increments applicable to auctions starting by October 20, 2024.

The highest price offered at a time	Increment amount
PLN 1.00-24.99	PLN 0.50
PLN 25.00-99.99	PLN 1.00
PLN 100.00-249.99	PLN 2.50
PLN 250.00-499.99	PLN 5.00
PLN 500.00-999.99	PLN 10.00

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PLN 1,000.00-2,499.99	PLN 25.00
PLN 2,500.00-4,999.99	PLN 50.00
PLN above 5,000.00	PLN 100.00

The bid increments applicable to auctions starting from October 21, 2024.

The highest price offered at a given time	Bid increment
PLN 1.00-24.99	PLN 1.00
PLN 25.00-99.99	PLN 2.00
PLN 100.00-249.99	PLN 5.00
PLN 250.00-499.99	PLN 10
PLN 500.00-999.99	PLN 15.00
PLN 1,000.00-2,499.99	PLN 25.00
PLN 2,500.00-4,999.99	PLN 50.00
PLN 5,000.00-9,999.99	PLN 100.00
Above PLN 9,999.99	PLN 250.00

The Company reserves the right to verify Users purchasing Goods in Offers from the "Collections and Art" category in the case of the Bidders who during the Auction have offered an amount higher than or equal to PLN 1,000.00 or the Bidders for whom the total amount of their currently made bids is higher than or equal to PLN 1,000.00. For this purpose, Section 2, sub-paragraph 2.12.a. of the Allegro Terms & Conditions shall apply *mutatis mutandis*.

(...)

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#### Section 7. Agreement concluded as part of the Offer

(...)

7.3.

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

(...)

#### Section 11. Rating system

11.1.

The Company provides a Rating System in which Buyers can add on Allegro:

- a. Seller Ratings,
- b. Product Reviews.

All Ratings are verified, i.e., they come from Buyers who have concluded a Transaction on Allegro.

Ratings constitute public information available to all visitors to Allegro. Buyers are liable for the content of their Ratings. Sellers are liable for the content of their responses to Seller Ratings.

11.2

Ratings are moderated by the Company's employees automatically or manually. The Company removes Ratings that violate the law or the Terms & Conditions pursuant to paragraphs 11.8 and 11.14, and based on internal moderation policies and procedures.

The Company allows electronic reporting of Ratings or responses to Ratings that constitute illegal content pursuant to paragraph 8.3a. The Company also uses automated tools to detect, remove, or prevent adding of Ratings that violate the Terms & Conditions, including false Ratings.

The Buyer and the Seller (the parties to the transaction to which the Rating relates) will be informed by email about the deletion of a Rating, together with an indication of the reason for its removal and stating

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the grounds for such action under the Terms & Conditions. If they do not agree with the Company's decision, they may lodge a complaint or appeal pursuant to Section 16. The Company shall re-post Ratings that have been unreasonably removed.

11.3

By posting a Rating, the Buyer grants the Company a non-exclusive, territorially unrestricted, royaltyfree license, including the right to grant sub-licenses. The license granted to the Company includes the right to record and reproduce the Rating by any technique, distribute the Rating, including via public display, playback, broadcasting, and re-broadcasting, and make it available in such a way that anyone can access it at a place and time of their choice. Within the scope of the license granted to the Company, the Buyer also gives free and territorially unrestricted consent for the Company to exercise its rights in relation to the Rating, i.e., consent to the disposal and use of compilations of the Rating by the Company in the fields of exploitation indicated above. The Buyer will not exercise against the Company any author's moral rights pertaining to their Ratings, and allows the Company to exercise such rights.

11.4

The Seller Rating is a subjective opinion of the Buyer about the course of the Transaction and the implementation of the agreement by the Seller. It consists of the "Recommended" or "Not recommended" badge and a graphic rating of sales on a scale from 1 to 5 in the area of compliance of the Product with the description and service of the Buyer. Optionally, the Buyer may also post a descriptive review. A Buyer who chooses the "Not recommended" badge provides a rationale for this rating.

The Buyer may add a Seller rating after signing in to the Account, within no more than 90 days from the date of conclusion of the Transaction, the period being calculated to the nearest hour. It is not possible to add Seller Ratings if the Buyer has not concluded a Transaction with the relevant Seller or their Account has been suspended. The exercise by the Buyer of the right to withdraw from the agreement does not affect the ability to add a rating. Seller Ratings are always linked to a particular Account and a specific Transaction.

The Seller who receives a "Not recommended" rating may respond to it once.

11.5

Allegro publishes all the Seller Ratings added, excluding ratings removed by the Buyers themselves or by the Company pursuant to paragraph 11.8.

On the basis of Seller Ratings added for a specific Seller, Allegro calculates and publishes the Seller's statistics. The rules for calculating statistics are included next to the Seller Rating in the Offer section "About Seller."

11.6.

The Seller Ratings and responses should be consistent with the actual course of the Transaction, must not violate applicable laws (including the rights of third parties, personality rights, intellectual property rights, personal data, or constitute an act of unfair competition) and must not contain:

- a. Profanity, obscene or pornographic content, content inciting hatred, racism, xenophobia, as well as terms suggesting the mental illness of the Seller or that the Seller has committed a crime;
- b. Contact details or logins of Users (excluding publicly available contact, registration, or login details of the Seller);
- c. Website addresses or content solely of an advertising nature;
- d. Commercial information, or constitute commercial information within the meaning of applicable law.

#### 11.7.

The Buyer may not participate in the Transaction solely for the purpose of adding a Seller Rating (i.e., to manipulate the Seller Rating or to obtain a financial or other benefit).

The Seller may not take any action to persuade the Buyer to add or change the Seller Rating in exchange for a benefit (e.g., granting a discount, free product, voucher, cash).

#### 11.8.

The Company does not interfere with the content of the Seller Ratings. In justified cases, the Company may remove a Seller Rating or prevent a Buyer from adding it when:

- a. It is contrary to the law or violates the Terms & Conditions, in particular paragraphs 11.6 or 11.7;
- b. It has been added for a wrong Seller or Transaction by mistake, if its content clearly indicates that a mistake has been made (including as to the rating type);
- c. It contains characters that make that rating illegible; this does not apply, however, to special characters specific to the language in which it was added;
- d. The Company receives a request from the Buyer who issued the Seller Rating to remove it;
- e. The Company receives a final court decision or a decision of an authority ordering the removal of this rating;
- f. The Buyer added the Seller Rating and then the Transaction was canceled for the reasons indicated in paragraph 5.12(a).

The above rules apply accordingly to moderating the Seller's response to the Seller Rating added for them.

11.9.

A Buyer can edit or remove their Seller Rating once in the time limit specified in paragraph 11.4 of the Terms & Conditions. Notwithstanding the above, parties to a concluded agreement may also agree to remove the Seller Ratings and relevant responses, using an appropriate form for this purpose, available in the Account. After 90 days from the purchase, these can only be removed by the Company at the request of the Buyer sent via the form: https://allegro.pl/pomoc/kontakt.

#### 11.10.

Following the removal of a Seller Rating according to the procedure provided for in paragraph 11.8, the Buyer may add a Seller Rating within 90 days from the date of concluding the Transaction related to a particular Offer.

#### 11.11.

Product Reviews are subjective assessments or reviews of Buyers about the properties of the Product, including but not limited to its advantages and disadvantages.

Product Reviews can be added by Buyers who have concluded a Transaction on Allegro and:

- a. When the delivery option allows automatic tracking its status in "Purchase History" is "Parcel picked up", or
- b. When the chosen delivery option does not allow for automatic tracking after 7 days from the date of conclusion of the Transaction.

The Buyer may add a Review about the Product only once for a given Product purchased in the same Offer, after signing in to the Account, within no more than 360 days from the date of conclusion of the Transaction. A Product Review consists of a rating on a scale of 1 to 5 stars. The Buyer can optionally add a descriptive review and an image. Adding Product Reviews is not possible in a situation when the Buyer's Account has been suspended.

#### 11.12.

Product Reviews are always linked to a particular Account and a specific Transaction. Based on the Product Reviews added for a particular Product in Transactions with different Sellers, Allegro calculates and publishes the statistics (the average rating) of the Product. The rules for calculating statistics are provided in the Offer section "Product Reviews."

The Company may also post Product Reviews from persons who purchased the Product on other platforms operated by parties from the Company's capital group, however, they will be appropriately marked.

#### 11.13.

A Product Review may not violate applicable law or the Terms & Conditions. Paragraphs 11.6 and 11.7 of the Terms & Conditions apply accordingly to the rules for posting Product Reviews.

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11.14.

The Company does not interfere with the content of Product Reviews. In justified cases, the Company may remove such content or prevent the Buyer from adding a Product Review when:

- a. It solely refers to a different Product than the reviewed one;
- b. It does not refer to the Product, but only expresses opinions about the Transaction and its implementation by the Seller (e.g., delivery, customer service);
- c. Is only a summary of a film, book, or record, etc.;
- d. It is fully or partially copied from other Users, the manufacturer of the reviewed Product, or from other sources;
- e. The image attached to the Product Review does not represent the Product reviewed, or contains obscene or illegal content;
- f. The Company verifies that the Transaction has not taken place and the Buyer has not received the parcel containing the Product;
- g. The content of the Product Review indicates that the Product is non-genuine, but the Company verifies such claim as false;
- h. There is a reasonable suspicion that the review has not been added by a person;
- i. There is a reasonable suspicion that the review was posted solely for the purpose of manipulating the Product statistics (their artificial overstatement or understatement);
- j. The circumstances set out in paragraph 11.8(a) to (e) apply to Product Reviews.

If the Company removes a Product Review, the Buyer will be able to add it once more by editing it.

11.15.

The Buyer may edit their Product Review once. An added Product Review can only be removed by the Company at the request of the Buyer via the form: https://allegro.pl/pomoc/kontakt.

11.16.

Buyers who have concluded at least one Transaction on Allegro in the past 12 months can rate Product Reviews, which affects their sorting according to the "most helpful" criterion. The Company may remove a review of a product if it has been issued fraudulently, in particular with the intention of manipulating the sorting results.

<del>11.1.</del>

On Allegro, Users may use a descriptive and graphical (i.e. graphical sale assessment) rating system to exchange subjective opinions on the course of Transactions and performance of agreements. If Users have concluded an agreement, the Buyer, within 90 days from the date of concluding the agreement that is from the day and hour of the concluding may rate the Seller, whereas this time limit is calculated to the hour. The Seller who receives a "not recommended" rating may respond to it once. It is not possible to rate the Seller when the Buyer has not made a purchase or their Account is blocked.

<u>11.2.</u>

In descriptive Rating, a User may recommend or not recommend the purchase. In graphical sale rating , the Buyer may give 1 to 5 points to assess the agreement performance by the Seller in terms of the following parameters:

- compliance of the Goods with the description customer service
- Buyer service

<del>11.3.</del>

Rating shall always be assigned to a particular Account and a specific Transaction. A User shall be liable for the content of their rating and responses.

<del>11.4.</del>

The content of rating and responses shall be public information available to all visitors to Allegro.

<del>11.5.</del>

Rating and responses should be consistent with the actual course of Transactions and may not contain the following:

a. vulgarisms, content that is obscene or pornographic, or inciting to hatred, racism, xenophobia;

b. Users' contact details or logins;

c. website addresses or content of advertising nature;

d. commercial information or constitute commercial information as defined by the applicable provisions of law.

<del>11.6.</del>

A User may not participate in any Transaction solely for the purpose of leaving a rating (e.g. to artificially increase or decrease the Seller's credibility).

11.7.

The Company shall not interfere with the content of any rating or responses; however, it reserves the right to delete or block the possibility of their posting in justified cases when:

a. they violate the provisions of the Terms & Conditions, in particular, of Section 11, paragraphs 11.5 or 11.6;

b. they have been posted for a wrong User or Transaction by mistake if their content explicitly indicates that a mistake has been made;

c. the content of a rating explicitly indicates that a mistake has been made as to its type;

d. the content of a rating contains characters that make that rating illegible; this shall not apply, however, to the special characters specific to the language in which the rating was published;

e. the Company receives the Buyer's request to remove the rating.

<del>11.8.</del>

The Buyer can edit or remove their rating once within the time limit specified in paragraph 11.1 of the Terms & Conditions. Irrespective of the above, parties to a concluded agreement shall also have the possibility to agree on the deletion of ratings and responses to it using for this purpose an appropriate form available within the Account. After 90 days from the purchase, the rating can be removed only at the request of the Buyer, sent via this form: <u>https://allegro.pl/pomoc/kontakt</u>.

<del>11.9.</del>

Following the removal of a rating according to the procedure provided for in Section 11 paragraph 11.7., the Buyer may re-assess the course of the Transaction within 90 days from the date of concluding the agreement related to a particular Offer.

<del>11.10.</del>

Users may post on Allegro their reviews concerning Goods, including their disadvantages and advantages. They are presented in Offers in the "Product review" tab.

<del>11.11.</del>

Reviews posted in Product reviews are subjective opinions of Users who have purchased the relevant Goods on Allegro or of other persons who have purchased the relevant Goods on other platforms operated by entities of the Company's capital group. The source of such reviews will be indicated next to their content. Users shall be liable for the content of their opinions expressed in such reviews.

#### <del>11.12.</del>

A review of the Goods may not violate applicable provisions of law, including third-party rights; in particular, it may not be defamatory, violate personal rights, or constitute an act of unfair competition.

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At the same time, regarding the rules of posting reviews of Goods, the provisions of Section 11, paragraphs 11.5 and 11.6 shall apply accordingly.

<del>11.13.</del>

The Company reserves the right to delete reviews of Goods in justified cases, when the relevant review:

a. is a subsequent review referring to the same Goods;

b. refers to a different Goods than the reviewed one;

c. violate the rules set forth in Section 11 paragraph 11.12.;

d. violates applicable provisions of law, good practice or offends religious feelings;

e. violates patent rights, copyrights, business secrets or other intellectual property rights, or personal data protection rights;

f. is only a summary of a film, book or record, etc.;

g. is fully or partially copied from other Users, the manufacturer of the reviewed Goods or from other available sources, except for reviews from platforms operated by entities of the Company's capital group posted by the Company, as specified in Section 11.11;

h. it contains characters that make the review illegible; this shall not apply, however, to the diacritic characters specific to the language in which the opinion was published;

i. the Company receives the User's request to remove their review;

j. does not refer to the Goods, but expresses opinions about the Transaction and its implementation by the Seller (e.g., delivery, customer service, etc.);

k. the Account used to add the review has been suspended pursuant to Sections 2.12 or 8.4(2)-(15) of the Terms & Conditions, or there is reasonable suspicion that the review has not been added by a person (in violation of the rules described in Section 10.11);

l. there is a reasonable suspicion that the review has been added only to unduly increase or decrease the product's rating.

<del>11.14.</del>

By adding a review, regardless of its form, the User grants the Company and other parties cooperating with the Company on the basis of separate agreements a license that is non-exclusive, unrestricted geographically, free of charge, covering the right to sub-license — to the extent corresponding to the license granted to the Company — for recording and reproducing with any technique, to perform and display in public, to disseminate, and to make such reviews publicly available in such a way that everyone can access them at a place and time of their choice. The User also gives consent that is free of charge,

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unrestricted geographically, and irrevocable, to create compilations of reviews and to free disposal and utilization of such compilations by the Company. The User will not exercise against the Company any author's moral rights pertaining to their reviews, and allows the Company to exercise such rights. The Company may use reviews in any way.

<del>11.15.</del>

Users can rate product reviews. The functionality referred to in the preceding sentence is available only to Buyers who have completed at least one Transaction within the last 12 months. The Company may remove a given product review rating in the event that it is posted fraudulently, in particular, to manipulate the overall rating of a given product review.

(...)

#### Section 13. Privacy and confidentiality

(...)

13.4.

The use of the information referred to in paragraph 13.3 for commercial purposes to promote in any form the activities of any User carried out outside Allegro shall be prohibited. In particular the following shall be prohibited:

a) making proposals to buy or sell the Goods outside Allegro (not applicable to Offers referred to in paragraph 3.3);

b) adding to the shipped Goods or providing in any other form any content with information about commercial activities carried out outside Allegro (e.g. leaflets advertising an online store);

c) b) opening accounts for Users in online stores.

(...)

#### Section 15. Termination of the agreement with the Company

(...)

15.4.

The agreement may be terminated by the Company with thirty days' notice in the following cases:

### a. In the event that a User repeatedly violates the Terms & Conditions; the agreement may be terminated by the Company against a thirty day notice.

b. The basis for the termination of the contract by the Company may also be In the event of a failure to provide information required by the DAC7 regulations, despite the Company requesting the User to do so;

c. In the event of no Transactions being concluded in the last 5 years from the date of Registration of the Account or when 10 years have elapsed from the date of the last Transaction.

(...)

### Appendix No. 1

#### Appendix No. 1. Forbidden and restricted Goods

(...)

#### Section 2.

(...)

#### 2. List of brands:

& other stories, 111Skin, 18.21 Man Made, 3M, 4 Fizjo, 5.10.15, 4Baby, 4F, 4Fizjo, Aarke, Abargs, Abercrombie & Fitch, Abus, Acqua Di Parma, Activision Blizzard, Activision, Activlab, Adamex, Adams Group, Adidas Originals, Adidas Performance, Adidas, Adriatica, Aedes De Venustas, Aeg, Aesop, Air Jordan, Air Wick, Ajkmeble, AKG, Akord, Akuku, Alaïa Paris, Albiva, Aldo, Alexander Mcqueen, Alexander, Alfa, Alfaparf, Alkmie, Allsaints, Alpha Industries, Alpha, Alpinestars, Alpinus, Altom Design, Altra, Ambi Pur, Ambition, Amd, Amefa, American Tourister, Amouage, Anastasia Beverly Hills, Anet, Ania Kruk, Annabelle Minerals, Annayake, Anne Semonin, Antonio Banderas, Apart, Apple, Aquabeads, Aquafresh, Aqua-Speed, Arctica, Ardell, Arena, Ariel, Armani Collezioni, Armani Exchange, Armani, Artdeco, Artego, Asics, Atelier Cologne, Atlantic, Atmosphera, Atomic, Audio-Technica, Augustinus Bader, Ava, Aveda, Avène, Avengers, Avionaut, Azzardo, Azzaro, B.box, B.toys, Babor, Baby Annabell, Baby Born, Baby Jogger, Babybjörn, Babyliss, Babyono, Babysafe, Balenciaga, Balmain Hair, Bandai Namco, Bandai, Bape, Barbie, Barbour, Bard, Bareminerals, Bburago, Beaba, Beauty Blender, Bebetto, Befado, Bejo, Beliani, Belini, Bemko, Benefit Cosmetics, Beon, Berghoff, Bergson, Bering, Besafe, Bestway, Bialetti, Bibs, Bielenda, Big Star, Big, Billabong, Bioderma, Bio-Oil, Biotherm Homme, Biotherm, Biovax, Biovital, Bird Meble, Birkenstock, Bissell, Black & Decker, Blackhawk, Blanx, Blaupunkt, Blue Orca Coffee, Bluey, Bms Group, Bobbi Brown, Bogna Skin, Bolsius, Bormioli Rocco, Bosch, Bose, Boss, Bottega Veneta, Boucheron, Bourjois, Brabantia, Branq, Braun, Brawl Stars, Breitling, Bright Starts, Briju, Brio, Brita, Britax Römer, Britax-Romer, Bromarkt, Brooks, Browin, Brubeck, Bruder, Brugi, Bruno Banani, Bryza, Btwin, Buff, Bugaboo, Bulova, Burberry, Burton, Bvlgari, By Terry, Byredo, Cacharel, Cada, Cailyn, Calgon, Calvin Klein, Calzedonia, Campingaz, Candellux, Cannondale, Canon, Canpol Babies, Caretero, Carhartt, Cariboo, Carita, Carolina Herrera, Carrera, Carter'S, Cartier, Carven, Casdon, Casio, Caterpillar, Celine, Cerave, Cerruti, Certina, Cesar, Cetaphil, Champion, Chanel, Chappi, Charlotte Tilbury, Chemex, Chicco,

Chloé, Chopard, Christian Louboutin, Chromag, Cillit Bang, Citizen, Claresa, Clarins, Clavier, Clementoni, Clinique, Clive Christian, Clochee, Cluse, Cmp, Coach, Cobi, Coccinelle, Coleman, Collecta, Collistar, Columbia, Command, Comme Des Garçons, Concord, Contigo, Converse, Corega, Corsair, Cottonmoose, Crest, Crocs, Cross Jeans, Crosso, Curver, Cybex, Czuczu, D'Alchémy, Dakine, Daniel Wellington, Dante, Darymex, David Beckham, Davidoff, Davines, Dc, Decleor, Dekoria, De'longhi, Delsey, Delta Plus, Denley, Dermacol, Dermedic, Desigual, Dezal, Diadora, Dickie Toys, Diego Dalla Palma, Diesel, Dior Backstage, Dior, Diptyque, Disney, Dji, Dkny, D-Link, Dodo, Dolce & Gabbana, Dominator, Domyos, Done By Deer, Dorothy Perkins, Dr Irena Eris, Dr.Barbara Sturm, Dr.Jart+, Dr.Martens, Drabest, Dreame, Dreamies, Dsquared2, Dumel Discovery, Dumel, Durex, Dyson, Dywany Chemex, Ea Sports, Ea, Ea7, Eastpak, Easy Go, Eau Jeune, Eberg, Ecco, Ecolight, Ecomax, Ecotoys, Eglo, Egmont, Eisenberg, Elbrus, Electrolux, Elemis, Elie Saab, Elisabetta Franchi, Elizabeth Arden, Ellesse, Emalia Pleszew, Emanuel Ungaro, Embryolisse, Emporio Armani, Emu Australia, Emu, Enchantimals, Entelo, Epee, Epson, Ermenegildo Zegna, Esab, Eset, Esotiq, Esperanza, Espiro, Esprit, Essence, Essie, Estée Lauder, Etnies, Eurofirany, Everlast, Excellent Houseware, Fairy, Fanola, Fantasy Flight Games, Faro, Fat Brain Toys, FC Barcelona, Fdm, Fender, Fendi, Fenix, Fenty Beauty, Fenty Skin, Festina, Fila, Filorga, Finish, Fischer, Fisher-Price, Fiskars, Fissler, Fitbit, Fjallraven / Fjällräven, Fjord Nansen, Fk\_Fashion, Florina, Foreo, Forgast, Fossil, Fox, Fragrance Du Bois, Framire, Fred Perry, Fridge, Frolic, Frosch, Fujifilm, Funko, Furla, Furminator, Gaia, GAL, Gala, Galakta, Ganni, Gant, Gap, Gardena, Garett, Garmin, Garnier, Gatta, Gembird, Geomag, Geox, Gerber, Gerda, Gerlach, Giant, Gillette, Giorgio Armani, Gisou, Givenchy, Givova, Glimex, Gliss Kur, Globo, Godan, Goetze, Goki, Golden Rose, Goldwell, Goliath, Goo Jit Zu, Good Loot, Gopro, Gorilla Sports, Gorsenia, Gorteks, Gotie, Goutal, Graco, Graphite, Gravitrax, Grohe, Grown Alchemist, Gstar, Gtv, Gucci, Guerlain, Guess, Guy Laroche, H&M, Haba, Hair Rituel By Sisley, Hakuro, Hansgrohe, Happy Nappers, Happy Socks, Hasbro, Hauck, Health Labs Care, Helena Rubinstein, Helikon-Tex, Hello Kitty, Helly Hansen, Henderson, Hendi, Henkel, Hermès, Herschel, Hertz, Herz Medical, Hi Tec Nutrition, Himalaya, Histoires De Parfums, Hitec, Hi-tec, Hms, Hoka One One, Hoka, Holika Holika, Hollister, Homla, Hoover, Hopki, Hot Wheels, Hourglass, Hp, Huari, Huda Beauty, Hugo Boss, Hugo, Hyperx, Ice Watch, Iceberg, Iguana, Imc Toys, Inebrya, Inglot, Insight, Insta360, Intel, Interbeds, Intex, Intimissimi, Iossi, Ipanema, Irobot, Isadora, Issey Miyake, It Cosmetics, Italux, Iwostin, Jabra, Jack Wolfskin, Jack&Jones, Jacobs, Janod, Janpol, Jansport, Jbl, Jean Paul Gaultier, Jeffree Star, Jesus Del Pozo, Jimmy Choo, Jo Malone London, John Frieda, John Galliano, Joico, Joie, Joma, Joop!, Jordan, Joseph Joseph, Juicy Couture, Jura, Just Cavalli, Just Play, Juvena, Juwel, Kallos, Kanlux, Kappa, Kappahl, Kärcher, Karl Lagerfeld Home Fragrance, Karl Lagerfeld, Karrimor, Keen, Kemon, Kenwood, Kenzo, Kérastase, Keter, Kevin Murphy, Kfd, Kiehl`S, Kiko Milano, Kilian, Kinderkraft, Kinghoff, Kingston, Kire Skin, Kitchenaid, Klausberg, Klein, Klupś, Knipex, Kobi, Kolastyna, Koloreno, Konighoffer, Korres, Krosno, Kross, Krups, Kruzzel, Kryolan, K-Sport, Kubota, Kwazar Luminaire, Kylie Cosmetics, Kylie Skin, L.o.I.Surprise, La Mer, La Prairie, La Roche-Posay, Lacoste, Lalique, Lancaster, Lancerto, Lancôme, Laneige, Lansinoh, Lanvin, Laura Mercier, Lavazza, Lavor, Le Couvent Maison De Parfum, Learning Resources, Leatherman, Ledlumen, Ledvance, Lee Cooper, Lee, Lego, Leica, Leifheit, Lelo, Lenor, Levi's, Lg, Lierac, Light Prestige, Lilliputiens, Lilou, Lime Crime, Lionelo, Little Dutch, Little Live Pets, Little Tikes, Littlest Pet Shop, Liu jo, Llorens, Loewe, Lolita Lempicka, Longchamp, L'oréal Paris, L'oréal Professionnel, Lorin, Louis Vuitton, Love Moschino, Lovela, Lovi, Lumiled, Luxolar, Łózkoholicy, Łucznik, Mac, Magformers, Magic Box, Maison Margiela, Majestic Sport, Majorette, Majster Polska, Makeup By Mario, Malfini, Malplay, Mam, Mammut, Mango, Manta, Marc Cain, Marc Jacobs, Marc O'polo, Mares, Marilyn, Marioinex, Marks & Spencer, Markslöjd, Marshall, Martes,

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Marvel, Massimo Dutti, Matchbox, Matchstick Monkey, Materace Z Gór, Matis Paris, Matrix, Mattel, Maurice Lacroix, Max Factor, Maxell, Maxi-Cosi, Maxmara, Maybelline, Mayoral, Mckinley, meble makarowski, Medela, Medical Sport, Medispirant, Mega Bloks, Mega Construx, Mega Creative, Mega, Melissa & Doug, Melissa, Mepal, Merrell, Meteor, Mexen, Mexx, Michael Kors, Microsoft, Mikasa, Milagro, Milani, Milk Makeup, Mil-tec, Miraculum, Miss Sporty, Missha, Miu Miu, Mixa, Mobene, Molten, Molton Brown, Mombella, Momi, Moncler, Monnari, Mont Blanc, Montibello, Moon Boot, Moraj, Morgan, Moroccanoil, Morphe 2, Morphe, Morphy Richards, Moschino, Motus, Mountain Goat, Movino, Mpm, Msupport, Mugga, Murad, Mustela, My Clarins, Nabla, Napapijri, Narciso Rodriguez, NARS, Nasomatto, Natasha Denona, Native, Natura Bissé, NBA, Neno, Neo Tools, Neonail, Nerf, Nescafe Dolce Gusto, Nescafe, New Balance, New Era, Nickelodeon, Nike, Nilfisk, Nina Ricci, Nine West, Nintendo, Nishane, Nivea, Nivel System, Nivona, Nokia, Nordlux, Nouba, Nowodvorski, Nude By Nature, Nuk, Nutrend, Nutricia / Nutridrink, Nutridrink, Nutrikid, Nuxe, Nyx Professional Makeup, Oakley, Obag, Ochnik, Off White, Oio Lab, Olaplex, Olimp, Olini, Omega, Omorovicza, On Running, On, O'Neill, Onitsuka Tiger, Only, Onyx, Optimum Nutrition, Oral-b, Orion, Orlane, Orno, Orsay, Oscar De La Renta, Osram, Ostrovit, Ouai Haircare, Ouai, Overmax, Oysho, Paco Rabanne, Palladium, Paloma Picasso, Pan Drwal, Panasonic, Pandora, Parfums De Marly, Party Deco, Pat Mcgrath Labs, Pat Mcgrath, Patagonia, Patek Philippe, Patrizia Pepe, Payot, Peak Performance, Pedigree, Peg Perego, Pepe Jeans, Peppa Pig, Percy Nobleman, Perfect Fit, Perricone Md, Persil, Petzl, Phenomé, Philipp Plein, Philips Avent, Philips Sonicare, Philips, Pierre Cardin, Pimkie, Pinko, Pit Bull, Play-Doh, Playmobil, Playshoes, Poc, Pocketbook, Pokemon Company International, Polar, Polaroid, Police, Polly Pocket, Polo Ralph Lauren, Polux, Prada, Pretty Vulgar, Primigi, Proraso, Prosto, Próchnik, Puccini, Pull&bear, Pulsar, Puma, Qiriness, Quechua, Quercetti, Quiksilver, Quinny, Rabalux, Rainbow High, Ralph Lauren, Ravensburger, Ray-Ban, Razer, Rebel, Recaro, Redken, Reebok, Regatta, Reima, Remington, Reminiscence, Rena, René Furterer, Replay, Reuzel, RevitaLash, Ricokids, Rip Curl, Rituals, River island, Roamer, Roberto Cavalli, Rodial, Roja Parfums, Rolex, Romet, Room99, Rossignol, Rotho, Rouge Bunny Rouge, Rowenta, Roxy, Rubicon, Rubik, Rudy Project, Russell Hobbs, S.Oliver, Saeco, Sage, Salavatore Ferragamo, Salewa, Salomon, Salvatore Ferragamo, Samsonite, Samsung, Sandisk, Sanrio, Sapphire, Sarah Chapman, Satisfyer, Saucony, Schleich, Scholl, Schwarzkopf, Scott, Seiko, Select, Sennheiser, Sensai, Sensodyne, Serge Lutens, Sfd, Sharp, Sheba, Sherman, Shiseido, Shu Uemura, Siemens, Silcare, Silvercrest, Simba, Sinsay, Sisley, Sister'S Aroma, Skechers, Skinceuticals, Skip Hop, Skoff, Sloggi, Small Foot, Smart Games, Smashbox, Smeg, Smily Play, Smoby, Snugpak, Sodastream, Sol De Janeiro, Solgar, Sollux Lightning, Somfy, Sony Interactive Entertainment, Sony, Sophie La Girafe, Sorel, Soxo, Specialized, Spectrum Led, Speedo, Spijzdrowo, Spin Master, Spokey, Springos, Spyder, Squishmallows, St.Tropez, Stalgast, Stanley, Starbucks, Steelseries, Stella McCartney, Stéphane Humbert Lucas 777, Stila, Stokke, Strava, Suavinex, Super Zings, Superdry, Superthings, Supreme, Suunto, Swarovski, Swatch, Swiffer, Sylvanian Families, Szumisie, Tadar, Tag Heuer, Takami, Tamaris, Tangle Teezer, Tarte, Tassimo, Tata Harper, Tchibo, Ted Baker, Tefal, Tega, Tescoma, Thalgo, The Balm, The Body Shop, The Different Company, The North Face, The Nue Co, The Ordinary, The Pokemon Company International, Thermomix, Thierry Mugler, Thomson, Thrasher, Tiffany & Co., Timberland, Timex, Tiny Love, Tissot, Tiziana Terenzi, Tk Lighting, Tm Toys, Tom Ford, Tom Tailor, Tommee Tippee, Tommy Hilfiger, Tommy Jeans, Tomy, Too Faced, Top Secret, Topeshop, Topex, Tous, Toya, Transformers, Trapstar, Trec Nutrition, Trefl, Trek, Trio, Triumph, Tropical, TropiCat, TropiDog, Trussardi Jeans, Trussardi, Tsunami, Tuban, Tupperware, Twinset, Ty, U.s.Polo Assn., Ubisoft, Ugg, Ukviat, Umbro, Under Armour, United Colors of Benetton, Unizoo, Urban Decay, Uvex, V Canto, Valdinox, Valentino, Valmont, Van Cleef & Arpels, Vanderbilt,



Vanish, Vans, Veja, Venezia, Versace, Versus Versace, Vertus, Vichy, Victoria's Secret, Victorinox, Viking, Viktor & Rolf, Vileda, Viscoplast, Vizir, Vogue, Volcano, Vostok Europe, Votary, V-Tac, Vtech, W.Kruk, Wader, Wagner, Wahl, Wedel, Wella, Wendre, Wenko, Wessper, Whamisa, Whiskas, Wibo, Wilkinson, Winning Moves, Wishful, Wittchen, Wmf, Wojtyłko, Wonderbra, Woodwick, Woolite, Wrangler, Wuber, Xbox Games Studios, Xerjoff, Yankee Caffee, Yankee Candle, Yes, Yonelle, Yookidoo, Youth To The People, Yuesai, Yves Saint Laurent, Zadig&Voltaire, Zapf Creation, Zara, Zelmer, Zew For Men, Ziaja, Zipro, Zoeva, Zuma Line, Zwieger, Zwilling, Zwoltex.

(...)

### Appendix No. 4

#### Appendix No. 4 Fees and sales commissions

(...)

#### SECTION 9. SALES COMMISSIONS

(...)

6. Sales commissions are collected on the terms described below:

(...)

"Supermarket" (subcategories: " <b>Tea and Infusions</b> ," " <b>Coffee</b> ," " <b>Drinks and Accessories</b> ," " <b>Sweets</b> , Snacks, Desserts," " <del>Wine and Non-Alcoholic Beverages,"</del> "Alcohol Free", "Yerba Mate and Accessories," "Meat and Lunch Meats," "Dairy and Eggs," "Bakery," "Fish and Seafood," "Fruit and Vegetables")		
Currency / Country	Net	Gross
PLN / PL	5%	6.15%
EUR / SK	5%	6.15%
CZK / CZ	5%	6.15%
HUF / HU	5%	6.15%

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(...)

# SECTION 14. DELIVERY AND ADDITIONAL SERVICES COSTS (ALLEGRO.PL)

(...)

#### 5. Allegro — Delivery Service — Orlen Paczka — Fees for Services and Additional Services

a. The Delivery Service referred to in Appendix No. 16 to the Terms & Conditions provided with the participation of the Carrier, Ruch S.A., offering Services with the following delivery options:

#### Allegro ORLEN Paczka Parcel Locker,

#### Allegro ORLEN Paczka Pick-up Point,

b. Fees for Sellers for Services provided on the basis of the Delivery Service and Services provided as part of Allegro Smart! Shall be as follows:

Name of service	Service code
Allegro ORLEN Paczka Pick-up Point — Parcels with actual weight up to 25 kg and maximum dimensions of 41x38x60cm	ORL_P1_PUNKTY
Order value in range	Gross fee under Allegro Smart!
PLN 40 – 49.99 gross	PLN 1.59 – for each parcel
PLN 50 – 59.99 gross	PLN 2.09 – for each parcel
PLN 60 – 79.99 gross	PLN 2.89 – for each parcel
PLN 80 – 119.99 gross	PLN 3.99 – for each parcel
PLN 120 – 199.99 gross	PLN 6.69 – for the first parcel, for each additional parcel PLN 3.99 gross
from PLN 200 gross	PLN 8.69 – for the first parcel, for each additional parcel PLN 3.99 gross

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Order value in range	<del>Gross fee under the Delivery</del> Service
Regardless of the order value	PLN 9.99 for each parcel

Name of service	Service code
Allegro ORLEN Paczka Parcel Locker Parcels with actual weight up to 25 kg and maximum dimensions of 41x38x60cm	ORL_P2_AUTOMATY
Order value in range	Gross fee under Allegro Smart!
PLN 40 – 49.99 gross	PLN 1.29 – for each parcel
PLN 50 – 59.99 gross	PLN 1.69 – for each parcel
PLN 60 – 79.99 gross	PLN 2.29 – for each parcel
PLN 80 – 119.99 gross	PLN 3.29 – for each parcel
PLN 120 – 199.99 gross	PLN 5.99 – for the first parcel, for each additional parcel PLN 3.29 gross
from PLN 200 gross	PLN 6.49 – for the first parcel, for each additional parcel PLN 3.29 gross
Order value in range	Gross fee under the Delivery Service
Regardless of the order value	PLN 9.99 for each parcel

c. Any Additional Services strictly related to the Service referred to above shall be payable by the Seller, in accordance with the table below:

Service	CODE	<del>Gross fee</del>

Thepossibilityofprovidingadditionalfinancialprotectionagainst loss or destructionofa parcel.Thiscoversparcels valued abovePLN1,000 to 5,000.	ORL_U1_DODATKOWA_OCHRONA	PLN 2.99
Collection of up to 4 parcels, zone 1*	ORL_N1_PODJAZD_STR_1	PLN 6.99
Collection of up to 4 parcels, zone 2*	ORL_N2_PODJAZD_STR_2	PLN 25.99
Operational return of a parcel with actual weight of up to 25 kg and maximum dimensions of 41x38x60cm; return to the place of dispatch	ORL_N3_ZWROT	PLN 9.99
Overweight/oversize (exceeding the maximum permissible specifications of the parcel: actual weight of 25 kg and maximum dimensions of 41x38x60cm)	ORL_N4_PONAD_WYMIAR	PLN 259

\*zone 1 refers to parcels collected from senders at locations in the following municipalities: Białystok, Bydgoszcz, Gdańsk, Katowice (and cities in the Upper Silesian Industrial Region), Kielce, Kraków, Lublin, Łódź, Olsztyn, Poznań, Rzeszów, Szczecin, Warsaw, Wrocław.

\*zone 2 refers to parcels collected from senders at locations in the following municipalities: Biała Podlaska, Bielsk Podlaski, Bielsko-Biała, Biłgoraj, Błonie near Warsaw, Bochnia, Bolesławiec, Brzeg, Brzesko, Busko Zdrój, Bychawa, Chełm, Chodzież, Ciechanów, Częstochowa, Dębica, Elbląg, Ełk, Gdynia, Gniezno, Gorzów Wielkopolski, Gorzyce, Gowarzewo, Grudziądz, Inowrocław, Janów Lubelski, Jarosław, Jastrzębie Zdrój, Jelenia Góra, Kalisz, Kartuzy, Kłodzko, Konin, Koszalin, Kowale, Krosno, Kutno, Legionowo, Legnica, Leszno, Lubartów, Lubień near Myślenice, Lubin, Łomianki, Łomża, Marki, Modlniczka, Nowy Sącz, Nowy Targ, Oborniki, Olkusz, Ołtarzew, Opole, Ostrów Wielkopolski, Oświęcim, Ożarów Mazowiecki, Pabianice, Piaseczno, Piastów, Piła, Piotrków Trybunalski, Plewiska, Płock, Pruszcz Gdański, Pruszków, Przemyśl, Puławy, Radom, Radzyń Podlaski, Rumia, Rybnik, Sandomierz, Sanok, Siedlce, Sieradz, Skarżysko Kamienna, Skawina, Słupsk, Sochaczew, Sopot, Stalowa Wola, Stargard, Starogard Gdański, Stryków Działdowo, Suwałki, Świdnik, Tarnowskie Góry, Tarnów, Tomaszów Mazowiecki, Toruń, Wałbrzych, Wieliczka, Włocławek, Wołomin, Wyszków, Zambrów, Zamość, Ząbki, Zgorzelec, Zielona Góra, Żórawina.

(...)

6.5. Allegro – Delivery Service – DHL – Fees for Services and Additional Services

(...)

7.6. Allegro Lokalnie — InPost — additional services and fees

(...)

8. 7. Allegro – Delivery Services — International shipments — fees for Services and Additional Services

(...)

9. 8. Allegro – Delivery Services — International shipments — fees for Services and Additional Services performed by DPD Polska sp. z o.o.

(...)

10. 9. Allegro – Delivery Service — International shipments — fees for Services and Additional Services performed by Packeta Poland sp. z o.o. (in Czechia as Zásilkovna).

(...)

11. 10. Allegro - Delivery Service - International Shipping - Fees for Services, Goods Return Service, and Additional Services

(...)

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<del>12.</del>11. Allegro — Delivery Services — International delivery — fees for Services and Additional Services, as provided by Direct Parcel Distribution CZ s.r.o.

(...)

13. 12. Allegro — Delivery Services — International delivery — fees for Services and Additional Services, as provided via UPS Polska sp. z o.o.

(...)

c. All Additional Services strictly relating to the Service referred to in sub-paragraph b) above are paid by the Seller as per the table below:

Additional Service	CODE	Gross fee
Additional handling of non-standard parcels (as defined by UPS, e.g., a parcel shaped like a drum, barrel, or a tire, a parcel with the longest side >100 cm or the second longest side >76 cm, or weighing over 31.5kg)	UPS_NON_STANDARD	PLN 25.99
Declared parcel value from PLN 2,000 to PLN 5,000	UPS_PROTECTION_5K_PL_SK UPS_PROTECTION_5K	PLN 2.99
Declared parcel value from PLN 5,000 to PLN 50,000	UPS_PROTECTION_50K_PL_SK UPS_PROTECTION_50K	PLN 3.99
Declared parcel value from PLN 50,000.01 to PLN 100,000	UPS_PROTECTION_100K_PL_SK UPS_PROTECTION_100K	0.15% of the declared parcel value
Large parcel surcharge (the description of the large parcel surcharge can be found in subparagraph f. below the Additional Services table and in the UPS Terms & Conditions)		PLN 119
Parcels over maximum limits (as per the UPS Terms & Conditions) (the description of the surcharge for such		PLN 599

parcels can be found in subparagraph g. below the Additional Services table and in the UPS Terms & Conditions)		
Address verification	UPS_ADD_CORR_PL_SK UPS_ADD_CORR	PLN 25.99
Proof of delivery	UPS_POD_PL_SK UPS_POD	PLN 6.99

(...)

## SECTION 16. DELIVERY AND ADDITIONAL SERVICES COSTS (ALLEGRO.SK)

(...)

#### 9. Allegro — Goods Return Service — PPL — fees for Services and Additional Services

a. The Goods Return Service, as referred to in Appendix No. 16 to the Allegro Terms & Conditions, is provided via the Service Provider, PPL CZ s.r.o., which implements the Services in the following return option:

#### • PPL ParcelShop (return at point)

is paid by the Buyer.

The fee for the Goods Return Service from Slovakia to Czechia is EUR 1.99

The fee for the Goods Return Service is paid by the Buyer via the Payment Service, using payment methods currently made available by Payment Operators.

#### 10. Allegro — Goods Return Service — DHL — fees for Services and Additional Services

a. The Goods Return Service, as referred to in Appendix No. 16 to the Allegro Terms & Conditions, is provided via the Carrier, DHL Parcel Polska Sp. z o.o., which implements the Services in the following delivery option:

#### • DHL ServicePoint (return at point)

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is paid by the Buyer.

The fee for the Goods Return Service from Slovakia to Poland is EUR 1.99

The fee for the Goods Return Service is paid by the Buyer via the Payment Service, using payment methods currently made available by Payment Operators.

(...)

### Appendix No. 5

**Appendix No. 5. Privacy Protection Policy** 

(...)

### SECTION II. SCOPE OF PERSONAL DATA PROCESSED BY THE COMPANY

(...)

After Registration, in order to fully enjoy your User Account, you are obliged to enter your identification data and inform us of your delivery address (where you will need to provide the street name, building number, apartment number, city, and postcode) as well as the contact details needed to get in touch with you (your email). In order to fully use the Marketplaces, you are additionally obligated to inform us about your age so that we can verify your legal capacity to act and thus adjust the scope of authority you will enjoy in connection with your User Account. If we are provided with details of an account for withdrawals, we will be processing personal data related to such an account, i.e., first and last name, account number and residence address.

In order to fully activate the Account, you will be obliged to make a verification transfer or provide relevant documents for verification purposes. Thanks to that, we will be able to confirm the data provided by you during the Account-opening process. We will return the amount sent in the verification transfer within a few days. Personal data related to the Transaction and included in verification documents will be processed for the purposes of the operations of the Platforms.

The Account activation can also be confirmed with the help of external authentication services provided by the Company by any payment transaction executed through our Partners, i.e., entities performing payment processing services.

By accepting Allegro Terms & Conditions, you confirm that you authorize the payment services provider that participates in transaction processing to transfer to Company data intended for verification purposes, related to the payment transaction.

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Please remember that after registering your Account and using Company services or functionalities, you are obliged to update your Personal Data on an ongoing basis if they change in any manner. When you use your User Account, we additionally collect information about your activities on the Marketplaces, such as your history of purchases, Offers posted, selected payment methods, and content of comments and reviews.

(...)

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

(...)

# Account registration and management, handling of User's Transactions

(...)

Regulation (EU) 2023/988 of the European Parliament and of the Council of May 10, 2023, on general product safety, amending Regulation (EU) No 1025/2012 of the European Parliament and of the Council and Directive (EU) 2020/1828 of the European Parliament and the Council, and repealing Directive 2001/95/EC of the European Parliament and of the Council and Council Directive 87/357/EEC (GPSR) imposes obligations on the Company to cooperate with market surveillance authorities with respect to activities that could eliminate or reduce the risks posed by products made available by the Company, as appropriate to the case and role of the Company.

Purpose of processing Personal Data	Legal grounds for processing Personal Data	Period of storage of Personal Data for the specific purpose (retention period)
Implementation of processing obligations, including collection, verification, and transfer of information for the purposes required by the regulations on the exchange of tax information	Article 6(1)(c) of the GDPR (legal obligation) in conjunction with Article 1 of the Act of March 9, 2017, on the exchange of tax information with other countries	5 years starting from the end of the year in which the information transfer became due
Performance of obligations	Article 6(1)(c) of the GDPR (legal	10 years after delivery of the

imposed on the Company as	obligation) in conjunction with	Product to or by the Company,
an economic operator	Article 15 of the GPSR	or 6 years after delivery to the
regarding contact with supervisory authorities, in the light and depending on the role provided by GPSR		Company of the Product or part, component, or software embedded in the Product or after delivery by the Company of the Product, as applicable

(...)

#### Marketing activities

The Company may also use your Personal Data to carry out marketing activities, also in situations where you provide your Personal Data or give your consent to its processing. In return the Company makes content or services available to you. Such activities may include:

(...)

sending satisfaction surveys in connection with the Company's participation in the "Customer Verified" program provided by the Heureka platform operator or other similar programs provided by the Zboží platform operator or another entity or entities. Once you have given your consent, you will receive an email with a satisfaction survey in connection with each Transaction you have concluded as a Buyer. The Heureka platform operator, the Zboží platform operator, or other similar entity cooperating with the Company, acting as the Company's processors, will receive your email address from the Company, along with the information on the Goods purchased. Personal Data will not be processed for any purpose other than sending the satisfaction survey and measuring conversion. Such actions are taken based on the legitimate interest of the Company, which involves assessing your satisfaction level in connection with the Transaction concluded and the Goods purchased and based on your consent for receiving these surveys. You can withdraw your consent at any time. In addition, you can opt out of receiving satisfaction surveys by clicking on the link in the survey — in this case, you will not receive another satisfaction survey.

(...)

Purpose of processing Personal Data	Legal grounds for processing Personal Data	Period of storage of Personal Data for the specific purpose (retention period)
----------------------------------------	-----------------------------------------------	-----------------------------------------------------------------------------------------

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Displaying behavioral advertising based on viewing history, customization of listing categories or individual offers in Platform settings or settings of third-party services based on activity on the Marketplaces	Article 6(1)(f) of the GDPR in conjunction with Article 339 of the Electronic Communications Law 173 of the Telecommunications Law (legitimate interest of the Company in the promotion of the Company's or third-party goods or services in connection with expressed consent)	Until the withdrawal of consent (based on the provisions of the Telecommunications Law) or expressing an effective objection to Personal Data processing
Contacting Users for purposes of permitted marketing activities, via available electronic communication channels, in particular, emails, text/MMS and push messages. Contact by telephone	Article 6(1)(f) of the GDPR in conjunction with Article 10 of the Act on Electronically Supplied Services or Article 398 of the Electronic Communications Law 172 of the Telecommunications Law (legitimate interest of the Company in the promotion of the Company's or third-party goods or services in connection with expressed consent for a communication channel)	Until the withdrawal of consent to receive messages or information (based on the provisions of the Act on Electronically Supplied Services or the Telecommunications Law) or expressing an effective objection to Personal Data processing

(...)

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

(...)

The Company always relies on mechanisms ensuring an adequate level of protection, for example, by using standard contractual clauses for the transfer of Personal Data to Personal Data processors established in third countries approved by the European Commission. You can receive copies of such

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clauses from the Company by writing to <u>iod@allegro.pl</u> or <u>iod@allegro.cz</u> (dedicated to service in Czech) or <u>iod@allegro.sk</u> (dedicated to service in Slovak) or <u>iod@allegro.hu</u> (dedicated to service in Hungarian).

In the event of a Transaction made by the User with a Seller outside the European Economic Area, Personal Data are transferred outside the European Economic Area once for the purpose of making a specific Transaction. The transfer of Personal Data is necessary for the performance of the agreement between the Company and Users making Transactions, as well as for the execution of the Transaction itself between Users.

(...)

### Appendix No. 12

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

(...)

#### 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 One Courier delivery One 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 One Parcel Lockers One or Allegro One Pick-Up Point One (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.,
- at least one delivery option that includes prepayment.

The list of delivery options available for the Service is available for Sellers having an Account on Allegro at: https://allegro.pl/pomoc/dla-sprzedajacych/informacje-dla-sprzedajacych/allegro-smart-na-allegro-cz-informacje-dla-sprzedajacych-0AgkgOL79Cm, and for Sellers having an Account on Allegro.cz at: https://allegro.cz/pomoc/pro-prodejce/allegro-smart-pro-prodejce/allegro-smart-na-allegro-cz-informace-pro-prodejce-1ngA2aew9ik.

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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 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 dispatching from Poland to Czechia).

The requirement referred to in paragraph 3(a), second indent, (for sellers shipping from Poland to Czechia Republic) will not apply to Goods whose dimensions exceed the maximum dimensions handled in the indicated delivery options, provided that the Seller has made available another option from the group of delivery options to pick-up points and parcel lockers, unless the dimensions of the Goods exceed the maximum dimensions handled by any of such options (in this case the requirement referred to in paragraph 3(a), first indent, will not apply).

The requirement referred to in paragraph 3(a), first indent, (for Sellers shipping from Poland to Czechia and Sellers shipping from Czechia to Czechia) will not apply to Goods whose dimensions exceed the maximum dimensions handled in the indicated delivery options, provided that the Seller has made available another method from the group of delivery options — courier 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-,
- at least one delivery option that includes prepayment.

(...)

### Appendix No. 16

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

(...)

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

(...)

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

(...)

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

Carriers providing Services and Additional Services are:

(...)

g) RUCH Spółka Akcyjna with its registered office in Warsaw, address: ul. Annopol 17a, 03-236 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under KRS number: 0000020446; NIP (Tax Identification Number): 526-02-50-475; REGON (National Business Registry Number): 011063584; the party providing Services with the following delivery options: Allegro ORLEN Paczka Parcel Locker, Allegro ORLEN Paczka Pick-up Point,

h) g) Direct Parcel Distribution CZ s.r.o. with its registered office at: Modletice 135, 251 01 Říčany u Prahy; ICO: 61329266, the party providing Services in the delivery options: Allegro DPD Courier Poland; Allegro DPD Courier Poland payment on delivery; Allegro DPD Pickup Poland

i) h) the entities whose services the Seller uses under agreements concluded directly between the Carrier and the Seller;

(...)

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

(...)

Ruch S.A. Postal Services Terms & Conditions: <u>https://www.orlenpaczka.pl/wp-</u> content/uploads/2021/08/REGULAMIN-S%CC%81WIADCZENIA-USLUG-POCZTOWYCH-W-RUCH-SA-od-01.09.2021.pdf

(...)

**Service** — a service provided by the Carrier for the Company, whereby Goods are moved between the Seller and the Recipient, in accordance with the General Terms & Conditions, the Carrier's Terms & Conditions, and the provisions of the Postal Law or Transport Law (depending on whether a given Service is a mail (courier) service or a transport service in accordance with the applicable law). The

Services are presented by the Company as part of the Service Platform under the following names: Allegro DPD Courier Service; Allegro DPD Courier Service Cash on Delivery; Allegro DPD Pick-up Point, Allegro Pocztex courier, Allegro Pocztex courier cash on delivery, Allegro Pocztex pick-up point, Allegro Pocztex pick-up point cash on delivery, Allegro Pocztex self-service parcel machine, Allegro registered mail, Allegro UPS Courier Service, Allegro UPS Courier Service cash on delivery, Allegro Pick-up Point UPS, Allegro UPS Courier Slovakia, Allegro UPS Courier Hungary, Allegro Paczkomaty InPost, DPD Courier (return pickup service), Allegro DPD Austria Courier Service, Allegro DPD Belgium Courier Service, Allegro DPD Bulgaria Courier Service, Allegro DPD Croatia Courier Service, Allegro DPD Czechia Courier Service, Allegro DPD Pickup Czechia; Allegro DPD Parcel Lockers Czechia, Allegro DPD Denmark Courier Service, Allegro DPD Estonia Courier Service, Allegro DPD Finland Courier Service, Allegro DPD Greece Courier Service, Allegro DPD Spain Courier Service, Allegro DPD Netherlands Courier Service, Allegro DPD Ireland Courier Service, Allegro DPD Lithuania Courier Service, Allegro DPD Latvia Courier Service, Allegro DPD Luxembourg Courier Service, Allegro DPD Germany Courier Service, Allegro DPD Portugal Courier Service, Allegro DPD Romania Courier Service, Allegro DPD Slovakia Courier Service, Allegro DPD Slovenia Courier Service, Allegro DPD Sweden Courier Service, Allegro DPD Hungary Courier Service, Allegro DPD Pickup Hungary, Allegro DPD Parcel Lockers Hungary, Allegro DPD Italy Courier Service, Allegro DHL Courier, Allegro DHL Courier Cash on Delivery, Allegro DHL pick-up point, Allegro Automat DHL Box 24/7, Allegro DHL Courier Austria, Allegro DHL Courier Belgium, Allegro DHL Courier Bulgaria, Allegro DHL Courier Croatia, Allegro DHL Courier Czechia, Allegro DHL Courier Denmark, Allegro DHL Courier Estonia, Allegro DHL Courier Finland, Allegro DHL Courier Greece, Allegro DHL Courier Spain, Allegro DHL Courier Netherlands, Allegro DHL Courier Ireland, Allegro DHL Courier Lithuania, Allegro DHL Courier Latvia, Allegro DHL Courier Luxembourg, Allegro DHL Courier Germany, Allegro DHL Courier Portugal, Allegro DHL Courier Romania, Allegro DHL Courier Slovakia, Allegro DPD Pickup Slovakia, Allegro DPD Parcel Lockers Slovakia, Allegro DPD Parcel Lockers Slovakia, Allegro DHL Courier Slovenia, Allegro DHL Courier Sweden, Allegro DHL Courier Hungary, Allegro DHL Courier Italy, Allegro Dispatch from Poland to Czechia – Packeta Pick-up Point; Allegro Dispatch from Poland to Czechia – Packeta Parcel Locker, Allegro Dispatch from Poland to Slovakia - Pick-up Point Packeta; Allegro Dispatch from Poland to Slovakia – Packeta Parcel Locker; Allegro Dispatch from Poland to Hungary – Pick-up Point Packeta; Allegro Dispatch from Poland to Hungary – Packeta Parcel Locker; Allegro ORLEN Paczka Parcel Locker, Allegro ORLEN Paczka Pick-up Point; Allegro DPD Courier Poland; Allegro DPD Courier Poland payment on delivery; Allegro DPD Pickup Poland.

(...)

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

1. As part of the Service Platform, the Company provides the Delivery Service, whereby it commissions the Carrier to provide Services, Returns Services, and Additional Services in its own name and for the benefit of the Seller or the Buyer. The Services, Returns Services, and Additional Services are ordered once the Seller or the Buyer has selected the Carrier and specified the Goods that are to be put in the Parcel. The Seller using the 'SwA' Functionality may select a Carrier cooperating with the Company or in specific cases a Carrier with whom the Seller has entered into a separate agreement and whom the Seller selected in the process of setting up the service Dashboard.

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(...)

7. The Seller may use the Services provided by the Carrier, RUCH S.A., only if they use the Delivery Service with the SwA Functionality.

**8**. 7. The Seller may use the Services provided by the Carrier, Direct Parcel Distribution CZ s.r.o., only if they use the Delivery Service with the SwA Functionality.

9.8. The use by the Seller of the Services provided using the following delivery methods: Allegro Pocztex courier cash on delivery, Allegro Pocztex pick-up point cash on delivery, shall not be possible for the Delivery Service provided using the 'SwA' Functionality.

10. 9. The Services, Returns Services and Additional Services are provided pursuant to the agreement between the Company and a given Carrier, where under the Company — depending on the type of Parcel — is the consignor (the sender) within the meaning of the Postal Law or the principal within the meaning of Article 734 of the Civil Code (Journal of Laws of 2019, item 1145, as amended), once the Carrier has received a confirmation from the Company that a given Service is 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.

11. 10. The Services provided as part of the delivery options: Allegro UPS Courier service Cash on Delivery and Allegro DPD Courier Service Cash on Delivery and Allegro DPD Pickup Payment on Delivery, shall be provided in accordance with, inter alia, the 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.

12. 11. Parcels shall be picked up, moved, sorted, and delivered 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.

13. 12. Collections of funds from Recipients for the Services provided as part of the delivery options: Allegro UPS Courier service Cash on Delivery and Allegro DPD Courier Service Cash on Delivery and Allegro DPD Pickup Payment on Delivery, Allegro DHL Courier Cash on Delivery, Allegro DPD Courier Poland Payment on Delivery shall be made by the Carrier providing a particular Service and shall be made as per the Carrier's Terms and Conditions.

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

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

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

c. for the Services provided based on the Delivery Service with the SwA Functionality in the delivery options: Allegro DPD Courier Poland payment on delivery is made by the Company through the payment operator, which is PayU, to the settlement tool operated by PayU for the Seller on the terms set out in Appendix No. 7A, within 2 business days from the delivery of the Parcel, and it is made in accordance with the Carrier's Terms & Conditions.

15. 14. 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 UPS Courier Cash on Delivery, Allegro DPD Courier Cash on Delivery, Allegro DHL Courier Cash on Delivery and Allegro DPD Pickup Point Cash on Delivery, Allegro DPD Courier Poland Payment on Delivery shall be made exclusively in the Polish currency, to the settlement tool maintained by Allegro Finance sp. z o.o.

15a. 14a. 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 UPS Courier Cash on Delivery, Allegro DPD Courier Cash on Delivery, Allegro DPD Pickup Point Cash on Delivery and Allegro DHL Courier Cash on Delivery, shall be made after all boxes/letters forming the Parcel under a particular Transaction have been delivered.

<del>16.</del> 15. The Company is not a carrier within the meaning of the Transport Law (Journal of Laws of 2020, item 8, as amended) and the Civil Code Act (Journal of Laws of 2019, item 1145, as amended).

<del>17.</del> 16. 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 or the Buyer using the Returns Service 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.

(...)

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

(...)

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

(...)

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**Allegro Finance** – Allegro Finance sp. z o.o. with its registered office in Poznań, address: ul. Wierzbięcice 1B, entered in the Register of Entrepreneurs kept by the District Court for Poznań — Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number 0000814511, share capital: PLN 1,550,000.00 paid in full, NIP (Tax Identification Number): 7792511167. The supervisory authority for Allegro Finance is the Polish Financial Supervision Authority (contact details: UKNF, ul. Piękna 20; 00-549 Warszawa, skr. poczt. 419; Helpline: (48) 22 262-58-00), knf@knf.gov.pl). Allegro Finance is entered in the register of national payment institutions maintained by the Polish Financial Supervision Authority under number IP58/2023.

(...)

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

(...)

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 One Courier payment on delivery; Allegro One Pick-up at Pick-up Point payment on delivery; Allegro One Parcel Lockers payment on delivery; Allegro Pick-up at Zásilkovna Pick-up Point 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 or Allegro Finance), to the Seller's settlement tool maintained by PayU or Allegro Finance in accordance with the rules set out in Appendix 7A or 7C. 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.

b. for the Services provided on the basis of the Delivery Service as part of the Allegro DHL Courier Czechia delivery option, the Company executes payment on delivery within 2 working days of receiving the delivery status of the Parcel from the Carrier via the payment operator, which is PayU or Allegro Finance, to the settlement tool maintained by PayU or Allegro Finance as described in Appendix No. 7A or 7C, respectively. The maximum payment on delivery value is CZK 40,000.

9. 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 Czech currency via the payment operator (PayU or Allegro Finance), to the Seller's settlement tool maintained by PayU or Allegro Finance in accordance with the rules set out in Appendix 7A or 7C, respectively.

(...)

# Section 4. The processing of personal data in connection with the provision of the Delivery Service (Allegro.cz)

(...)

8. Personal data may be transferred to:

a. the Carrier in order to ensure the Company's accountability of the fulfillment of obligations arising from the contract made with that Carrier for the benefit of the User;

b. the Carrier — at the Sellers' and Buyers' request — to refer questions or complaints regarding the services provided by the Carrier;

c. the Carrier in order to collect funds from the Recipient and transfer the collected funds for the Service provided based on the Delivery Service using the 'SwA' Functionality;

d. the entities authorized to receive such data under applicable provisions of law, including appropriate judicial authorities;

e. Payment Operators (PayU/P24/Allegro Finance) to create a payment.

(...)

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

(...)

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

(...)

**Allegro Finance** - Allegro Finance sp. z o.o. with its registered office in Poznań, address: ul. Wierzbięcice 1B, entered in the Register of Entrepreneurs kept by the District Court for Poznań — Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number 0000814511, share capital: PLN 1,550,000.00 paid in full, NIP (Tax Identification Number): 7792511167. The supervisory authority for Allegro Finance is the Polish Financial Supervision Authority (contact details: UKNF, ul. Piękna 20; 00-549 Warszawa, skr. poczt. 419; Helpline: (48) 22 262-58-00), knf@knf.gov.pl). Allegro Finance is entered in the register of national payment institutions maintained by the Polish Financial Supervision Authority under number IP58/2023

(...)

**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.

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Carriers of Services and Additional Services are:

(...)

c) DHL Parcel Polska Sp. z o.o. with its registered office in Warsaw, address: ul. Osmańska 2, 02-823 Warsaw, entered in the Register of Entrepreneurs at the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register, under the KRS number 631916, NIP (Tax Identification Number): 9512417713, REGON (National Business Registry Number): 365170883, share capital: PLN 21,479,000.00, the party providing Services in the following delivery options: Allegro DHL Courier Slovakia, Allegro DHL Courier Slovakia payment on delivery, DHL ServicePoint (return at point);

(...)

h) PPL CZ s.r.o. with its registered office in Jažlovice, K Borovému 99, 251 01 Říčany, ICO: 25194798, the party providing Services with the following delivery options: PPL ParcelShop (return at point);

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

(...)

**Return Label** — the Parcel identification made available in the Goods Return Service to the Buyer by the Carrier, PPL CZ s.r.o., DHL Parcel Polska Sp. z o.o., to be placed on the Parcel in a visible manner and in accordance with the Carrier's Terms & Conditions and generally applicable laws;

**Goods Return Form** — the form available in the Purchase History, dedicated to a Buyer who wishes to exercise their right of withdrawal from the agreement in accordance with the Consumer Rights Act, or their right to file a complaint in respect of Goods. The form is available for the period indicated by the Seller in the Offer description, in Returns;

**'SwA' Functionality** — the Service Platform functionality called "Wysyłam z Allegro" ("Ship with Allegro") ('SwA'), by means of which the Company enables the Seller to manage the process of sending Goods to the Recipient after the Goods have been sold on the Platform, including posting the Parcel and ordering its movement or delivery to the Recipient.

**Returns Code** — the Parcel identification made available to the Buyer in the Goods Return Service by the Carrier, PPL CZ s.r.o., to be affixed on the Parcel in a visible manner, in accordance with the Carrier's Terms & Conditions and generally applicable laws;

(...)

**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 DAL Courier Slovakia payment on delivery; Allegro DHL Courier Slovakia — Packeta

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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 UPS Courier Slovakia, Allegro UPS Courier Slovakia payment on delivery, Allegro International Courier Slovakia, Allegro International Courier Slovakia payment on delivery, Allegro International Parcel Lockers Slovakia, PPL ParcelShop (return at point), DHL ServicePoint (return at point);

**Delivery Service** — an intermediation service concerning the movement of Goods, provided by the Company to the Sellers or Buyers, against a fee, subject to the General Terms & Conditions, whereby Goods may be moved, transported, or their transport may be organized between the Seller and the Recipient, and in the case of the Goods Return Service - between the Buyer and the Seller without the need to incur any additional payments on that account, as provided for in the Carrier's Terms & Conditions; the service includes, in particular:

- placement of an order with the Carrier for the provision of a Service or Additional Services on terms and conditions agreed in the General Terms & Conditions and in accordance with the Carrier's Terms & Conditions, generally applicable laws, as per the instruction of the Seller;
- provision of the 'SwA' Functionality to Sellers;
- provision of a functionality, whereby the Carrier is able to classify a given parcel as a Parcel based on the Label;
- actions taken as part of the complaint procedure in the event of non-performance or improper performance of the Service by the Carrier;
- intermediation between the Recipient and the Seller in case of the Parcel's return, depending on the Users' choice via the Carrier (if the Transaction is covered by the Allegro Smart! Service), provided that the Company offers the goods return service in Allegro Terms & Conditions;
- notification of the Recipient that the Parcel was delivered to the Carrier; and
- Parcel tracking service

The Delivery Service provided to the Sellers using the 'SwA' Functionality who have agreements concluded directly between the Carrier and the Seller, may include only certain services described above, in particular, it may include ensuring to the Sellers the possibility of posting the Parcel to be moved or delivered by the Carrier with whom the Seller has entered into a separate agreement;

(...)

**Goods Return Service** — a paid service provided by the Carrier to the Company involving the movement of Goods between the Buyer and the Seller, in accordance with the Terms & Conditions, with appropriate application of the Carrier's Terms & Conditions and generally applicable laws. The Goods Return Service is presented by the Company on the Platform under the following names: PPL ParcelShop (return at point) and DHL ServicePoint (return at point). The Goods Return Service is dedicated to Buyers who have registered a Regular Account or a Business Account on the Platform. The price of the Goods Return Service and the method of its settlement are specified in Appendix No. 4 to the Allegro Terms & Conditions.

(...)

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

(...)

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 Czechia to Slovakia— Packeta Pick-up point payment on delivery; Allegro Dispatch from Czechia to Slovakia— Packeta Pick-up point payment on delivery; Allegro Pick-up at PacketaPick-up Point payment on delivery; Allegro Dro Delivery; Allegro Delivery; Al

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 or Allegro Finance), to the Seller's settlement tool maintained by PayU or Allegro Finance in accordance with the rules set out in Appendix 7A or 7C, respectively. The maximum payment on delivery amount shall be - EUR 1500.

(...)

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 or Allegro Finance), to the Seller's settlement tool maintained by PayU or Allegro Finance in accordance with the rules set out in Appendix 7A or 7C, respectively.

(...)

# Section 4. The processing of personal data in connection with the provision of the Delivery Service (Allegro.sk)

(...)

8. Personal data may be transferred to:

a. the Carrier in order to ensure the Company's accountability of the fulfillment of obligations arising from the contract made with that Carrier for the benefit of the User;

b. the Carrier — at the Sellers' and Buyers' request — to refer questions or complaints regarding the services provided by the Carrier;

c. the Carrier in order to collect funds from the Recipient and transfer the collected funds for the Service provided based on the Delivery Service using the 'SwA' Functionality;

d. the entities authorized to receive such data under applicable provisions of law, including appropriate judicial authorities;

e. Payment Operators (PayU/P24/Allegro Finance) to create a payment.

(...)

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

(...)

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

(...)

**Allegro Finance -** Allegro Finance sp. z o.o. with its registered office in Poznań, address: ul. Wierzbięcice 1B, entered in the Register of Entrepreneurs kept by the District Court for Poznań — Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number 0000814511, share capital: PLN 1,550,000.00 paid in full, NIP (Tax Identification Number): 7792511167. The supervisory authority for Allegro Finance is the Polish Financial Supervision Authority (contact details: UKNF, ul. Piękna 20; 00-549 Warszawa, skr. poczt. 419; Helpline: (48) 22 262-58-00), knf@knf.gov.pl). Allegro Finance is entered in the register of national payment institutions maintained by the Polish Financial Supervision Authority under number IP58/2023

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(...)

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

(...)

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

for the Services provided based on the Delivery Service as part of the delivery options: Allegro DPD Courier Hungary payment on delivery; Allegro Dispatch from Poland to Hungary— Packeta Parcel Lockers payment on delivery; Allegro Dispatch from Czechia to Hungary — Zásilkovna Pick-Up Point payment on delivery; Allegro Dispatch from Czechia to Hungary — Zásilkovna Pick-Up Point payment on delivery; Allegro Dispatch from Czechia to Hungary — Zásilkovna Parcel Lockers payment on delivery, Allegro UPS Courier payment on delivery; Allegro Express One Courier payment on delivery; Allegro Express One Parcel Locker payment on delivery; Allegro Express One Pick-up Point payment on delivery; 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) or Allegro Finance, to the Seller's settlement tool maintained by PayU or Allegro Finance respectively in accordance with the rules set out in Appendix 7A or 7C. The maximum payment on delivery amount shall be, as appropriate: PUDO/APM — 220.000 HUF courier delivery to the address — 300.000 HUF.

9. 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 Hungarian currency via the payment operator (PayU) or Allegro Finance, to the Seller's settlement tool maintained by PayU or Allegro Finance respectively in accordance with the rules set out in Appendix 7A or 7C.

(...)

# Section 4. The processing of personal data in connection with the provision of the Delivery Service (Allegro.hu)

(...)

8. Personal data may be transferred to:

(...)

e. Payment Operators (PayU/P24) /Allegro Finance to create a payment.

(...)

### Appendix No. 19

#### Appendix No. 19: Data processing Agreement

#### Section 1. Definitions

1.1

The terms used in this document shall be construed to mean as follows:

**Personal Data** — any information concerning an identified or identifiable natural person<del>, in particular, regarding Buyers, including information about Transactions, e.g. orders placed, the manner of their execution, the status of their execution, the content of the correspondence related to Transactions, information on the use of functionalities available in connection with the Service;</del>

**GDPR** — Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

Agreement — this agreement on data processing;

**Service** Services — the automatic correspondence handling service services provided by the Company to Sellers in their registered Business Accounts, including in particular using the machine learning technology.

(...)

#### Section 2. The scope of processing

2.1.

The Seller instructs the Company to process Personal Data, and the Company undertakes to process Personal Data in accordance with the Agreement and the generally applicable laws on the protection of personal data, in particular the GDPR. The persons to whom personal data relate to include Buyers, Sellers, manufacturers, or persons responsible or authorized representatives (in particular in the scope of fulfilling the obligations arising from generally applicable laws in the field of exercising control over the general safety of products and goods), and other persons whose indication results from the obligations imposed on the Seller arising from generally applicable laws. The scope of personal data includes primarily identification data (first name, last name, login, or business name), contact data (email address, contact number, mailing address, or address of residence) and other data (including information on Transactions, including orders placed, the manner of their fulfillment, the content of correspondence regarding Transactions, information on the activity of Buyers and the quality of communication and correspondence, as well as information on how to use the functionalities offered by the Company).

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2.2.

The Company processes Personal Data on behalf of the Seller for the purpose of performance of the Service. In particular, the Company collects Personal Data, records them, stores, disseminates them by displaying them, modifies, organizes, analyzes, combines, anonymizes, erases, including by automated means, to the extent necessary for the performance of the Service Services. The Services offered by the Companies include automatic handling of correspondence, creation of lists of manufacturers or persons responsible or authorized representatives (in particular in the scope of fulfilling the obligations arising from generally applicable laws in the field of exercising control over the general safety of products and goods), management of information about the activities of Buyers, and maintaining an appropriate level of quality of communication and correspondence.

(...)

2.5.

The Seller shall accept the processing of Personal Data by the Company to the extent that the Company has an independent legal basis for the processing of Personal Data, including for the purpose of improving enhancing the quality of the Service Services provided, developing algorithms for the provision of the Service, offering own services to Buyers, exercising or defending claims, and for analytical purposes.

# Section 3. The rules for the processing of Personal Data by the Company on the Seller's behalf

3.1.

The Company shall process Personal Data pursuant to generally applicable laws personal data protection regulations, in particular, the GDPR.

(...)

3.4.

The Company may further entrust the processing of Personal Data to sub-processors. If the Seller objects to the use of sub-processors by the Company, the Seller should terminate the agreement as described in Section 15 of the Allegro Terms & Conditions. The Seller's objection to the use of sub-processors by the Company shall mean that the Seller will not be able to use the Service Services to the extent that its performance involves the processing of Personal Data by any sub-processor.

(...)

3.7.

The Agreement shall be effective for the entire period of the Seller's use of the Service. If the Agreement is not concluded, the Seller will not be able to use the Service Services.

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(...)

### Appendix No. 21

#### Appendix No. 21. Details of the Allegro Prices program

(...)

#### Section 1. Scope of Program

The aim of the Program is to ensure competitive prices of selected Goods on Allegro, including in compared to comparison with other offers on the domestic market. As part of the Program, the Seller agrees to an automatic decrease of the Goods price, as a result of which the Buyer can acquire it at a reduced price. In return, the Company provides the Seller with a transaction rebate that lowers the fee due to the Company for the services performed as part of Allegro, corresponding to the difference between the original and discounted Goods price (hereinafter: "**Rebate**"). Participation in the Program and the granting of the Rebate does not affect the Seller's exclusive right to determine the sales price.

(...)

#### Section 4. Offer qualification and selection

(...)

4.2.

The selection of Offers for the Program from among the eligible Offers is automated, using an algorithm. Firstly, And the algorithm considers the shipping time declared in the Offer (the comparison of the declared shipping times is made considering Offers from the category in which the Offer is listed) and the financial result that the Company will achieve despite the Goods reduced price. The result is calculated as the difference between the value of the sales commission on the sale of the Goods covered by the Program (incl. the additional sales commission on Featured Offers) and the value of the Rebate.

If the result of comparing two or more Offers from one or more Sellers according to the above criteria, the Program is identical, the Company will be guided by the following auxiliary requirements (in order from the most important to the least important):

- a. the Offer is included in Allegro Smart! delivery;
- b. the Seller declares a shorter dispatch time in the Offer;
- c. the Offer is listed by the Seller with a higher Sales Quality;
- d. the Offer achieved a higher sales value during the last 30 days;

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- e. The number of views of the Offer was higher during the last 30 days;
- f. The Seller listed the Offer earlier.

The Company also reserves the right to select Offers for the Program with a machine learning-based algorithm that takes into account, among other things, the Offer price and the effect of price changes on the demand, the Seller's quality index, the Offer quality, the delivery options available in the Offer, as well as seasonal effects that have an impact on the demand.

(...)

#### Appendix No. 22C.

Appendix No. 22C. Allegro.hu

(...)

#### Section 2. Differences and exceptions

(...)

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

(...)