



Changes to the Ads Service Terms & Conditions from October 20, 2025

Ads Service Terms & Conditions

Table of contents

Part 1 — Allegro Ads Terms & Conditions for Allegro.pl

- SECTION 1. DEFINITIONS
- SECTION 2. TERMS OF PARTICIPATION
- SECTION 3. TERMS OF ADVERTISING MESSAGE DISPLAY
- [Section 3A. TERMS OF PRIORITY ADVERTISING MESSAGE DISPLAY](#)
- SECTION 4. ADVERTISING MESSAGE DISPLAY
- SECTION 5. FEES
- SECTION 6. FINAL PROVISIONS

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Revision valid from [October 20, 2025](#), ~~September 17, 2025~~.

(...)

Part 1

Allegro Ads Terms & Conditions for Allegro.pl

(...)

SECTION 1. DEFINITIONS

The following terms and phrases used in these Terms ~~& and~~ Conditions have the following meanings:

(...)

30. Product — the product [of the relevant price for a given Cost Unit](#) ~~of the maximum price per one Click or per 1,000 (one thousand) Impressions multiplied by and~~ the ratio of the number of Clicks to the

number of Impressions of the Advertising Message during the Advertising Message display, modified by the parameter defining the match of matching the Goods presented in subject to the given Advertising Message to the subject of the site website on which the Allegro Display Space is located.

(...)

33. Cost Unit — the fee for the display of the Advertising Message, which, subject to the contents of paragraph 5.4 below, includes the following sales model:

a. **Max CPC** — a unit used to settle Sponsored Offers based on the number of clicks on an Advertising Message. The Advertiser determines the maximum gross price it is prepared to pay for one Click, up to the amount of the Daily Budget and taking into account the Total Budget, while the possibility of specifying the maximum gross price does not apply to the Advertising Network Display Space. In this case, the fee for one Click is determined in accordance with the rules specified by a given Advertising Network Publisher, up to the amount of the Daily Budget and taking into account the Total Budget.

b. **Max CPM** — a unit used to settle Display Ads based on the number of impressions of the Advertising Message. 1 CPM is the cost of every initiated 1,000 Impressions. The Advertiser shall set the maximum gross price it is willing to pay for every initiated 1,000 Impressions.

c. **Dynamic CPC** — a unit used to settle Sponsored Offers based on the number of Clicks on an Advertising Message. The Advertiser sets the average gross price it is willing to pay for one Click up to the amount of the Daily Budget and including the Total Budget. With Dynamic CPC:

i. The average gross price referred to above will be calculated for the entire estimated duration of the Advertising Message display, however, it will be recalculated after each change of the estimated average gross price by the Advertiser.

ii. Due to changing market conditions and the expected advertising value of the Advertising Message (calculated taking into account the predictions of the Company's machine learning models and algorithms that account for, in particular, the changing market conditions for the publication of the Advertising Message), the gross price per Click on the Advertising Message will fluctuate and may deviate from the assumed average gross price, however, it will not be lower than the value of the minimum price per Cost Unit and will not be higher than 200% of the average gross price specified by the Advertiser.

iii. With the Dynamic CPC model, the Company seeks to reach the average gross price specified by the Advertiser in line with the above conditions, however, there is no guarantee that it will be actually reached.

iv. The possibility to specify the average gross price does not apply to the Advertising Network Display Space — in this case, the fee per Click is set in line with the rules specified by the relevant Advertising Network Publisher, up to the amount of the Daily Budget and taking into account the Total Budget.

v. The Advertiser may select the Cost Unit for each Advertising Message via the Ads Service Dashboard.

34. **Daily Budget** — the maximum gross daily budget that the Advertiser is willing to allocate for the display of the Advertising Message in the Display Space.

35. **Total Budget** — the maximum gross budget that the Advertiser is willing to allocate for the display of the Advertising Message in the Display Space.

36. **Spending Rate Optimization Mechanism** — an automated system as part of the Ads Service; its purpose is to optimize spending of the Daily Budget so that the display of Sponsored Offers is spread over time, with particular emphasis on periods of peak user traffic on Allegro.

37. **36. Ads Service Dashboard** — a separate functionality in the Ads Service dedicated to Advertisers at the salescenter.allegro.com domain or in interfaces made available by Technical Partners, allowing the Advertisers to use advertising services available in the Advertising Services Dashboard.

38. **37. Ads Service** — the service provided by the Company under the conditions laid down in the Terms & Conditions.

39. **38. Ads Express Service** — the way of using the Ads Service, with limited functionalities, the detailed conditions of which are specified in paragraph 3.10 of the Terms & Conditions, allowing Advertisers to publish Advertising Messages quickly via a Business Account on Allegro.

40. **39. Advertisement from the Listing Form** — a way of using the Ads Service with limited functionality, the detailed conditions of which are specified in paragraph 3.11. of the Terms & Conditions, allowing the Advertiser to quickly publish Advertising Messages from the level of the Allegro Listing Form.

41. **40. Classified ad** — a classified ad type Offer within the meaning of paragraph 3.3 of the Allegro Terms & Conditions

42. **41. Ads4Brands functionality** — a functionality that allows one Advertiser (a Partner within the meaning of the "Allegro Ads Partner Program Terms & Conditions," or a manufacturer or Brand owner) to promote Offers from multiple Sellers with Goods of a brand selected by the Brand Partner. The functionality is available only on the Accounts of Brands and Partners participating in the Allegro Ads Partner Program (within the meaning of "Allegro Ads Partner Terms & Conditions")

43. **Priority Advertiser** — an Advertiser who, in line with paragraph 2.2. of the Terms & Conditions, has been granted special permissions by the Company in the Ads Service Dashboard consisting of access to Priority Ads Services.

44. **Priority Ads Services** — a service provided by the Company for Priority Advertisers that enables the display of Priority Advertising Messages on a priority basis, settled in a fixed CPM model.

45. Priority Advertising Message — an Advertising Message displayed as part of the Priority Ads Services.

46. Priority Results Ranking — the order of all Priority Advertising Messages for a given form of Priority Advertising Message on Allegro, calculated on a case by case basis.

(...)

SECTION 3. TERMS OF ADVERTISING MESSAGE DISPLAY

(...)

3.2.

In order to display an Advertising Message, the Advertiser should perform the following actions in the Ads Service Dashboard:

- a. indicate the Marketplace on which the Advertising Message is to be published;
- b. specify Offers or Classifieds on Allegro to be promoted under the Advertising Message;
- c. specify the value of the relevant Cost Unit it is willing to pay depending on the selected form of Advertising Message, subject to paragraph 33 31(a);

(...)

Section 3A. TERMS OF PRIORITY ADVERTISING MESSAGE DISPLAY

3A.1.

In order to display a Priority Advertising Message on the Advertising Space, the Advertiser must have a Priority Advertiser status.

3A.2.

In order to display a Priority Advertising Message, the Priority Advertiser should perform the following actions in the Ads Service Dashboard:

- a. select the Priority Advertising Message option;
- b. indicate the Marketplace on which the Priority Advertising Message is to be published;
- c. indicate Offers or Classifieds on Allegro to be promoted as part of the Priority Advertising Message, subject to paragraph 33;
- d. specify the start date of the display of the selected Advertising Message;

e. specify the Daily Budget for the selected Advertising Message and specify the fixed CPM rate for publishing the Priority Advertising Message;

f. specify the Display Space in which Advertising Messages are to be promoted.

3A.3.

If, at a given time, there is a request to display at least one Advertising Message and at least one Priority Advertising Message on a given Advertising Space, the Priority Advertising Message will take precedence in being displayed on the Advertising Space.

3A.4.

The provisions of these Terms & Conditions on Advertising Messages, Advertisers, and Ads Services shall apply as appropriate to Priority Advertising Messages, Priority Advertisers, and Priority Ads Services, unless indicated otherwise in a specific provision.

SECTION 4. ADVERTISING MESSAGE DISPLAY

(...)

4.2.

Subject to paragraph 4.13 of the Terms & Conditions, the Advertising Message will be displayed on the Display Space when:

a. the Advertiser's Advertising Message is ranked in the Product Ranking not lower than the Maximum Number of Advertisements;

b. The Offer promoted with the Advertising Message is active.

c. No Priority Advertising Message shall be displayed on a specific Display Space at the same time.

4.2A

The Priority Advertising Message will be displayed on the Display Space when:

a. The Priority Advertising Message is ranked in the Priority Results Ranking not lower than the Maximum Number of Advertisements;

b. The Offer promoted with the Priority Advertising Message is active.

(...)

4.8.

Each Click on, or each Impression of, the Advertising Message by the User will reduce the Daily Budget and the Total Budget, if defined, by the smallest amount per Cost Unit allowing for the display of the Advertising Message on the current position in the relevant model for the specific Cost Unit, i.e., for the Max CPC or Max CPM model (not by more than the amount declared by the User as the maximum amount and not less than the minimum price per Cost Unit — subject to paragraph 33(a)-(b)), and for Dynamic CPC (no more than 200% of the average gross price specified by the Advertiser and not less than the minimum price per Cost Unit — subject to paragraph 33(c)). ~~Each Click on or each Impression of the Advertising Message by the User will cause the Daily Budget and the Total Budget to be reduced, if defined, by the smallest amount per one Cost Unit that allows the display of the Advertising Message in the current position in the Max CPC or Max CPM model (not more than the amount declared by the User as the maximum amount, and not less than the value of the minimum price for the Cost Unit — subject to the definition provided in sub-paragraph 31.a.), however, this amount has a dynamic value, changing depending on market economic factors, such as the offer popularity, advertising demand, and advertising effectiveness. If the group of Advertising Messages created by the User contains Advertising Messages referring to different categories, the value of the minimum price per Cost Unit will be the highest of the minimum prices per Cost Unit provided for these categories.~~

(...)

4.11.

To ensure the highest possible effectiveness of Advertising Messages, the Ads Service may use the Spending Rate Optimization Mechanism that works automatically and is intended to adapt the Sponsored Offers display frequency during each period of 24 hours in order to prevent the Daily Budget from being prematurely exhausted and help to reach users who shop at different times of the day.

4.12.

The Spending Rate Optimization Mechanism forms an integral part of the Ads Service and is activated automatically for Sponsored Offers in which the Company's algorithm decides that applying this mechanism is beneficial and technically feasible to apply. Advertisers cannot disable it.

4.13.

The Company reserves that, in order to extend the Sponsored Offer's display time in the Display Space, it may refrain from displaying an Advertising Message despite meeting the conditions in paragraphs 4.2.a and 4.2.b due to the operation of the Spending Rate Optimization Mechanism. As a result, the status of the active group of Sponsored Offers visible in the Ads Service Dashboard does not guarantee the continuous display of Sponsored Offers at the maximum frequency. The Spending Rate Optimization Mechanism may temporarily limit the display if the current utilization of the Daily Budget is higher than expected, in order to preserve the Daily Budget for the rest of the day.

4.14.

The Company is not liable for the operation of third-party tools or software intended for managing Advertising Messages, including tools to plan the display of Advertising Messages, as they may cause unpredictable disruptions in the operation of tools and solutions applied by the Company and have a negative impact on the effectiveness of Advertising Messages.

4.15. ~~4.11.~~

The Company may block the display of the Advertising Message or suspend the provision of the Ads Service or the Ads Express Service or the Advertisement from the Listing Form Service if activities or content related to the Offer, Advertising Message, or the Advertiser's website violate the Terms & Conditions, Allegro Terms & Conditions, or the Advertising Network Publisher's Terms & Conditions, or applicable laws, or have an adverse effect on the good name of the Company. The Company is also entitled to the actions mentioned above if other actions of the User in the Ads Service are inconsistent with the Terms & Conditions or Allegro Terms & Conditions, and additionally, if sanctions have been imposed on the User due to a violation of rules regarding selling illegal products under paragraph 8.4 of the Allegro Terms & Conditions.

4.16. ~~4.12.~~

The Company shall not be liable for non-performance or incorrect performance of obligations arising from the Ads Service, if it is a consequence of events beyond the control of the Company, including in particular: any war outbreak or threat of war, acts, decisions or actions of public administration institutions, change of the applicable law, strikes, lockouts or other protest actions, floods, fires, explosions, Internet network failure, blackouts, digital monitoring and distribution systems failure or any other case of force majeure.

4.17. ~~4.13.~~

If any claims are filed against the Company by third parties, resulting from the display by the Company of any Advertising Message as part of the Ads Service in line with the Terms & Conditions, including in particular in relation to false or incorrect warranties of the Advertiser referred to in paragraph 3.7 of the Terms & Conditions, the Advertiser will release the Company from liability and provide it with all necessary information that may be relevant for the defense against the said claims, and accede to all ongoing proceedings against the Company or to all negotiations. The Advertiser undertakes to compensate the Company for all costs (including all types of damages, indemnification, and real costs of legal assistance) that the Company will incur or will be obliged to pay to a third party in connection with the aforesaid claims.

4.18. ~~4.14.~~

In accordance with paragraph 5.1 of the Allegro Terms & Conditions, by adding information or data in the description of an Offer, the Advertiser represents that it has the right to add them to the description of such an Offer, and their use on Allegro under the Ads Service does not infringe third-party rights. The Advertiser shall be liable for damages for the truthfulness of the representation referred to in the preceding sentence.

4.19. 4.15.

The Company shall not be liable for non-performance or incorrect performance of contracts concluded between Partners or Technical Partners and other Advertisers.

4.20. 4.16.

The Company reserves that, for the purposes of enabling the display or increasing the visibility of the Sponsored Offer on the Display Space, it may modify the elements of the Offer, including via artificial intelligence solutions, for the purpose of using such modified elements of the Offer in the Sponsored Offer. Modifications of the Offer elements referred to in this paragraph 4.16. do not affect the content of that Offer on Allegro.

(...)