



*Changes to the Subscription Terms & Conditions from February 29, 2024.*

# Subscription Terms & Conditions

Valid from February 29, 2024.

## SECTION 1. DEFINITIONS

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

- Subscription** — a service available for Users holding a Business Account that provides a number of tools to support sales on Allegro. There are three types of Subscriptions:
  - Basic Subscription;
  - Professional Subscription;
  - Expert Subscription.
- Terms & Conditions** — this document laying down the rules for providing the Subscription.
- Allegro Terms & Conditions** — the user agreement laying down the rules for the operation of Allegro and its use by the Users, available at [http://allegro.pl/country\\_pages/1/0/user\\_agreement.php](http://allegro.pl/country_pages/1/0/user_agreement.php).
- Company** — Allegro sp. z o.o. with its registered office in Poznań, at ul. Wierzbicice 1B, 61-569 Poznań, entered in the Register of Entrepreneurs kept by the District Court for Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number: 0000635012, share capital: PLN 40,000,000.00, Tax Identification Number (NIP): 525-26-74-798, National Business Registry Number (REGON): 365331553.
- Allegro** — an online marketplace of an open character available in the allegro.pl domain or in other national domains and operated by the Company pursuant to the Allegro Terms & Conditions.
- Allegro.cz** — a separate part of Allegro operated by the Company in accordance with the Allegro Terms & Conditions, available in the allegro.cz domain.

7. **Allegro.sk** — a separate part of Allegro operated by the Company in accordance with the Allegro Terms & Conditions, available in the allegro.sk domain.
8. **Marketplace** - a separate part of Allegro operated by the Company in accordance with the Terms & Conditions, the purpose of which includes the performance of Transactions, available in a dedicated national domain.
9. **Omnibus Directive** – directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernization of Union consumer protection rules.
10. **Goods** — goods, services, or rights which may be the subject of a Transaction in accordance with the Allegro Terms & Conditions.
11. **User** — an entity that has obtained access to the services provided by the Company on Allegro pursuant to the Allegro Terms & Conditions;
12. **Transactions** — procedures for entering into and performing contracts of sale for Goods between Users on Allegro, in accordance with the Allegro Terms & Conditions.
13. **ALLEGRO ANALYTICS** — functionality within the framework of which the User gains access to Reports and other functionalities under the Terms & Conditions.
14. **Reports** — lists of data on events relating to the sale of specific Goods, as well as the publication of new Offers and removal or termination of ongoing Offers and sales data relating to the activities of the User or other Users on Allegro.
15. **Your Store** — functionality dedicated to presenting products available within the User's Account.
16. **Profile picture** — functionality that allows the User to place a graphic in size 64x64px, file type: jpg, png, which will relate to the image of the User's store. The Profile picture is displayed at the Message Center.
17. **Banners in the list of offers** — functionality that allows the User to place above the list of User's offers five graphics in size 980 x 180 px, file type: jpg, png, slide title: up to 25 characters. Banners are displayed in rotation above the User's list of offers.
18. **Product Categories** — functionality that allows the User to place images of Goods and corresponding to these Goods twelve graphics in size 160 x 160 px, file type: jpg, png, series title: up to 25 characters. Product Categories are displayed in the User's Offer.



19. **Tags** — functionality consisting of the ability to create product subcategories on lists of offers within the User's Business Account.
20. **Sales Management** — functionality that allows the User to manage sales, available in the tabs: Orders and My Allegro [My Assortment](#).
21. **Linked Accounts** — functionality enabling switching between several Business Accounts registered to the same User without the necessity of signing in separately to each of the Business Accounts.
22. **Authorized Users** — the functionality of allowing a User to grant rights to use the Business Account to other Users.
23. **Allegro Ads Campaign Planner** — an analytical tool to assess the sales potential of Allegro search phrases.
24. **Logo** — functionality allowing the display of the User's logo within the User's Offer, list of offers and products.
25. **Company banner** — functionality that allows the User to place a graphic in size 407 x 76 p, file type: jpg,png. Banner is displayed in the User's Offer-"about seller" section.

Within the ~~Subscription from the Account available at <https://allegro.pl/moje-allegro/sprzedaz/abonamenty> as well as <https://allegro.cz/moje-allegro/prodej/predplatne>~~, it is possible to use the Subscription on both Allegro.pl, ~~and~~ Allegro.cz [and Allegro.sk](#) according to the currently available scope of service on each of these Marketplaces.

## SECTION 2. TERMS OF PARTICIPATION

1. The Subscription may be used by a User with a Business Account on Allegro (excluding Accounts dedicated to the sale of Goods, as defined in Appendix No. 14 of the Allegro Terms & Conditions) and has accepted these Terms & Conditions.
2. Upon acceptance of the Terms & Conditions by the User, an Agreement between the User and the Company is concluded, the object of which is the provision of Subscriptions by the Company under the rules set forth in the Terms & Conditions.
3. Subscription is addressed to non-consumers within the meaning of the Civil Code.
4. It is forbidden for the User to add and use within the functionality of the Subscription any signs, symbols, logos, images, pictures (hereinafter: "Content") which:
  - a) violate the provisions of the applicable law, including the principle of informing



about price reductions of goods specified in the Omnibus Directive,

b) violate the provisions of the Terms & Conditions or Allegro Terms & Conditions,

c) contain website addresses in any form, e.g., referrers, links, excluding websites through which no commercial activity is conducted, and the content to which they link serves only to expand information about the Goods or when it is the subject of the Offer, e.g., Internet domain, hosting service, Internet service,

d) indicate the official nature of the User's sales, such as authorized dealer, official store, etc. (excluding Accounts participating in programs: Strategic Partner, Brand Partner, or Top Brand Partner)

e) contain promotional, advertising, and classified advertising or content relating to the Seller's business conducted within and outside Allegro.

5. The User represents and warrants that they are authorized to add Content under the Subscription functionality and that the Content and the Company's use of the Content in accordance with the Terms & Conditions complies with applicable law and does not violate the rights of third parties.
6. The User shall indemnify and hold the Company harmless from any claims arising from the Company's use of any User Content in accordance with these Terms & Conditions, including any claims based on violation of intellectual property rights, personal rights, or any other claims made by any person in connection with the presentation of User Content on Allegro.
7. The Company shall have the right to charge the User with all costs (including the costs of any damages, compensation, and real legal assistance costs incurred) that the Company incurs or is required to pay as a result of the User's acts or omissions in the User's use of the Subscription in violation of the Terms & Conditions.

### III. SUBSCRIPTION TYPES AND FEES

1. The Company offers three types of Subscription, which include the functionalities listed below:

#### A. Basic Subscription:

- Basic access to Allegro Analytics
- Your Store



- Profile picture
- Banners on the offer list
- Product Categories
- Offers Tags
- Sales management
- Linked accounts
- Authorized Users
- No unit transaction fee

## B. Professional Subscription

- all functionalities available under the Basic Subscription
- Extended access to Allegro Analytics
- Allegro Ads Campaign Planner
- Company banner

## C. Expert Subscription

- All functionalities available under the Basic and Professional Subscriptions
- Logo on lists of offers and products

2. Changing the Subscription type pending the billing period (30 days) is possible using the "Edit Subscription" button available in the Subscription tab. The change of the Subscription to a higher package (Professional or Expert) takes place immediately and the funds for the previously used package (Basic or Professional) are returned proportionally for the time remaining until the end of the billing cycle of a given Subscription. The change of the Subscription to a lower package (Professional or Basic) takes place at the end of the billing cycle and until then the User may use all the functionalities of the previously used Subscription.
3. Fees for using the Subscription will be collected from the User by the Company, in advance for 30 days, at the rate specified in Appendix 4 to the Allegro Regulations, depending on the Subscription chosen by the User.



4. Invoices are made available to the User in electronic form, on the terms set out in Appendix 4 to the Allegro Regulations.
5. User's actions or omissions resulting in failure to pay fees for the use of the Subscription will result in suspension of the Subscription (and all functionalities within the selected Subscription) for the benefit of the User.

#### SECTION 4. TERM OF THE AGREEMENT

1. The Agreement is concluded for an indefinite period, subject to the exceptions provided for in the Terms & Conditions.
2. The User may terminate the Agreement at any time in writing or electronically via the website: (allegro.pl), (allegro.cz) or ([allegro.sk](https://allegro.sk)) using the "I resign" button, with the provision that the Subscription remains active until the end of the given 30-day billing period.
3. The Company reserves the right to terminate the Agreement ([resulting in the deactivation of the Subscription on the Account](#)), in writing, by sending a letter or email to the addresses provided by the User on Allegro and with immediate effect if the User's actions:
  - a) violate the Terms & Conditions, Allegro Terms & Conditions, or any applicable laws; or
  - b) negatively affect the security of Allegro's operation or harm other Users; or
  - c) are aimed at bypassing the security measures used by the Company, or are based on falsifying data in the Subscription or on Allegro; or
  - d) consisted of automated use of Subscriptions, including through data aggregation programs, bots, programs imitating the User's behavior, etc.; or,
  - e) consist of making the data available under the Subscription available to third parties in a manner different from that described in the Terms & Conditions.
4. [The Company informs that in the cases set out in paragraph 3 above \(disabling the Subscription\), the Subscription will not automatically activate after restoration of full functionality of the Account.](#)
5. If the Agreement has been terminated on the basis of the Company's decision, the User is not entitled to use the Subscription again without the Company's prior consent.

6. The Company shall not be liable for:

a) disruptions in the performance of Subscriptions caused by the User's use of Subscriptions in violation of the Terms & Conditions,

b) consequences of the User disclosing their Allegro Account password to third parties,

c) errors in data presentation caused by incorrect functioning of Internet links and other reasons beyond the Company's control, which may affect the provision of the Subscription.

d) use of the Subscription that violates the Terms & Conditions.

7. In the remaining scope, the Company shall only be liable for damages resulting from the non-performance or improper performance of this agreement arising from willful misconduct or gross negligence. The Company's liability for any lost User benefits due to the use of Subscriptions (including loss of potential remuneration) shall be excluded.

## **SECTION 5. DETAILED TERMS OF USE OF LOGOS**

1. The Professional Subscription User's logo will be presented in the User's Offer.
2. The logo of the Expert Subscription User will be presented in the User's Offer and the list of Offers in Allegro. In addition, in the event that a User's Offer is featured in the Top Offers list for a product, the User's logo will appear in the product listings.
3. The Company reserves the right to remove any User logo that violates the provisions of these Terms & Conditions or the Allegro Terms & Conditions.
4. A User who operates an Account under a Strategic Partner, Brand Partner, or Top Brand Partner program may display only the logo of the brand they represent under that program.
5. The logo should meet the technical requirements available on the website.
6. The User declares that he/she has all rights to use the logo used by the User under the Subscription and consents to its use by the Company for the purpose of its presentation in Allegro through its copying, recording, and entering into computer memory and dissemination, in particular through its particular through public listing and display, as well as broadcasting and re-broadcasting, as well as making the logo available to the public in such a way that everyone can have access to it at a place





and time of their choosing, including, in particular, the presentation, promotion, and advertising of offers with the logo, by posting the logo on Allegro. The Company shall also be entitled to modify the User's logo in order to adjust its size, appearance, parameters, and format in a manner that will allow it to be properly displayed on Allegro, with the Company stating that it will maintain the colors and proportions of the logo used by the User in doing so.

7. In the event that the User loses the rights to use or dispose of the logo or is in actual danger of losing the rights in question, the User is obliged to immediately remove the logo.

## **SECTION 6. SPECIFIC TERMS AND CONDITIONS FOR THE USE OF COMPANY BANNERS**

1. The company banner will be presented in the "See" section on the product page.
2. Company banners should meet the technical requirements available at (allegro.pl), (allegro.cz) or ([allegro.sk](https://allegro.sk)) depending on the Marketplace.
3. Company banners should not display promotions related to specific products or contain fields imitating buttons. A User's logo, along with not more than one line of text, may be included.
4. At the same time, if a company banner contains the User's logo, provisions of Section 5(3)–(7) above apply as appropriate.

## **SECTION 7. DETAILED TERMS OF USE OF ALLEGRO ANALYTICS**

1. By using the ALLEGRO ANALYTICS, the User gains access to Reports containing:
  - a. As part of the Basic Subscription: data summaries on events relating to the purchase/sale of specific Goods, as well as listing of new Offers and removal/termination of ongoing Offers and sales data relating to the User's activity.
  - b. As part of the Professional and Expert Subscription: data summaries on events relating to the purchase/sale of specific Goods, as well as listing of new Offers and removal/termination of ongoing Offers, sales data relating to the User's activity or collective (not individual) data on other Allegro Users, in connection with the Allegro category selected by the User and related to the assortment presented by the User or other Allegro users.
2. The User is entitled to use ALLEGRO ANALYTICS, including all its functionalities or only some of them, in accordance with the provisions of the Terms & Conditions and only for personal use, subject to the possibility of sharing data with another User,



referred to in paragraph 4 below. Any other data exchange with other online platforms or other Users based on data from the ALLEGRO ANALYTICS is prohibited.

3. The Company makes every effort to ensure that the data presented as part of ALLEGRO ANALYTICS is reliable according to the state of knowledge that the Company may have at its disposal while exercising due diligence. The data presented in ALLEGRO ANALYTICS is made available for information purposes only. The Company is not responsible for the consequences of the User's use of data from ALLEGRO ANALYTICS.
4. Users who have an active Subscription can transfer to each other access to Reports relating to their Allegro activities. The actions referred to in the preceding sentence are performed by indicating the login assigned to the User's Account under the tab **My Allegro** → **Account** → **Settings** → **Authorized Users**.
5. After transferring access to Reports, in the manner referred to in paragraph 4 above, the User who has been granted access to Reports can generate this Report and common reports.
6. The number of Users to whom Reports can be made available within a given Account under the terms indicated in paragraph 4 above depends on the type of Subscription:
  - a) Basic: inability to share the Report,
  - b) Professional: the ability to provide a Report for 10 (ten) Accounts,
  - c) Expert: the ability to provide a Report for 50 (fifty) Accounts.

## SECTION 8. THE POSSIBILITY TO USE PARTICULAR FUNCTIONALITIES WITHIN THE FRAMEWORK OF A SUBSCRIPTION

The availability of the various functionalities under the Subscription for each Marketplace is indicated below:

Functionality	Allegro.pl	Allegro.cz	Allegro.sk
Basic access to Allegro Analytics	✓	✓	✓
Extended access to Allegro Analytics	✓	✓	✓

Your Store	✓	✗	✗
Profile picture	✓	✓	✓
Banners on the Offers list	✓	✓	✓
Product Categories	✓	✓	✓
Offers Tags	✓	✗	✗
Sales Management	✓	✓	✓
Linked accounts	✓	✓	✓
Authorized Users	✓	✓	✓
No unit transaction fee	✓	✓	✓
Allegro Ads Campaign Planner	✓	✗	✗
Logo on the Offer's Pages	✓	✓	✓
Logo on lists of offers and products	✓	✓	✓
Company banner	✓	✓	✓

## SECTION 9. FINAL PROVISIONS

1. The Company is the Controller of User's personal data in connection with the provision of the Service, within the meaning of Article 4 paragraph 7 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation).
2. Users' personal data are processed for the purpose of Users' use of the Subscription based on adequate legal grounds.
3. The User has the right to request access to and obtain a copy of their personal data, the right to rectify, erase, or restrict processing, and, if applicable, the right to object to processing and the right to portability of personal data. The User may lodge a complaint regarding the processing of their personal data by Allegro to the supervisory body, i.e., the President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw.



4. The Company has appointed a data protection officer who can be contacted by email at [iod@allegro.pl](mailto:iod@allegro.pl), [iod@allegro.cz](mailto:iod@allegro.cz) or [iod@allegro.sk](mailto:iod@allegro.sk) in writing at the following address: Inspektor Ochrony Danych Allegro sp. z o.o., ul. Wierzbicice 1B, 61-569 Poznań, in any matter relating to the processing of personal data.
5. Full information on the principles of processing Users' personal data is contained in Appendix No. 5 to the Allegro Terms & Conditions — Privacy protection policy.
6. The Company may, without prior notice, conduct tests on new services, processes, or functionalities and tests on changes to current services, processes, or functionalities within Subscriptions. Tests may affect Users' use of the Subscription and may be conducted only for the time and to the extent necessary and proportionate to achieve the test's purpose. The Company conducts tests solely to develop Subscriptions, adapt to market changes, adjust to changes in legislation, or improve the provided services.
7. In all matters not regulated in the Terms & Conditions, the provisions of the Allegro Terms & Conditions, including the definitions set forth therein, shall apply.
8. In the event of any conflict between these Terms & Conditions and the Allegro Terms & Conditions, these Terms & Conditions shall prevail.