



*Changes to the Ads Service Terms & Conditions from October 1, 2024*

# 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 4. ADVERTISING MESSAGE DISPLAY
- SECTION 5. FEES
- SECTION 6. FINAL PROVISIONS

### Part 2 — Allegro Ads Terms & Conditions for Allegro.cz

- SECTION 1. DEFINITIONS
- SECTION 2. TERMS OF PARTICIPATION
- SECTION 3. TERMS OF ADVERTISING MESSAGE DISPLAY
- SECTION 4. ADVERTISING MESSAGE DISPLAY
- SECTION 5. FEES
- SECTION 6. FINAL PROVISIONS

### Part 3 — Allegro Ads Terms & Conditions for Allegro.sk

- SECTION 1. DEFINITIONS
- SECTION 2. TERMS OF PARTICIPATION
- SECTION 3. TERMS OF ADVERTISING MESSAGE DISPLAY
- SECTION 4. ADVERTISING MESSAGE DISPLAY



- SECTION 5. FEES
- SECTION 6. FINAL PROVISIONS

## Part 4 — Allegro Ads Terms & Conditions for Allegro.hu

- SECTION 1. DEFINITIONS
- SECTION 2. TERMS OF PARTICIPATION
- SECTION 3. TERMS OF ADVERTISING MESSAGE DISPLAY
- SECTION 4. ADVERTISING MESSAGE DISPLAY
- SECTION 5. FEES
- SECTION 6. FINAL PROVISIONS

Version effective as of ~~August 19, 2024.~~ *October 1, 2024.*

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## Part 4

### Allegro Ads Terms & Conditions for Allegro.hu

- SECTION 1. DEFINITIONS
- SECTION 2. TERMS OF PARTICIPATION
- SECTION 3. TERMS OF ADVERTISING MESSAGE DISPLAY
- SECTION 4. ADVERTISING MESSAGE DISPLAY
- SECTION 5. FEES
- SECTION 6. FINAL PROVISIONS

## SECTION 1. DEFINITIONS

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

1. **Terms & Conditions** — this document laying down the rules for providing the Ads Service.
2. **Allegro Terms & Conditions** — the terms and conditions defining 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).
3. **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.

4. **Allegro** — an online marketplace of an open character available in the allegro.pl, allegro.cz, or in other national domains and operated by the Company pursuant to the Allegro Terms & Conditions.

5. **Allegro.pl** — a separate part of Allegro operated by the Company in accordance with the Allegro Terms & Conditions, available in the allegro.pl domain.

6. **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 Allegro Terms & Conditions, the purpose of which includes the performance of Transactions and the provision of the Ads Service, available in a dedicated national domain.

9. **Goods** — goods, services, or rights which may be the subject of a Transaction in accordance with the Allegro Terms & Conditions.

10. **User** — an entity that has obtained access to the services provided by the Company on Allegro pursuant to the Allegro Terms & Conditions.

11. **Transactions** — procedures for entering into and performing agreements of sale for Goods between Users on Allegro, in accordance with the Allegro Terms & Conditions.

12. **Advertiser** — the Seller, Partner or Brand using advertising services available in the Customer Dashboard, under the conditions provided for in these Terms & Conditions.

13. **Seller** — a User who takes actions to sell or who sells Goods as part of an Offer, in accordance with the Allegro Terms & Conditions.

14. **Partner** — a professional entity that deals with creating advertising campaigns and individual product or service advertisements for other Advertisers (e.g. Advertising Agencies, Media Agencies).

15. **Technical Partner** — an entity who provides services for other Advertisers, using the REST API software for that purpose, i.e. a service provided by the Company, allowing the use of an access interface employing the REST architecture as a method of communication of external applications with Allegro resources.

16. **Brand** — an entrepreneur who conducts business activity, being the manufacturer or distributor of Goods.

17. **Allegro Display Space** — space designated on Allegro for displaying Advertising Messages.



18. **Advertising Network Publisher** – an entity that operates a website or conducts other activity related to offering advertising space on the Internet, other than the Company, that offers advertising space on the Internet where Advertising Messages can be displayed.

19. **Advertising Network Display Space** — a designated piece of the Display Space on the websites operated by individual Advertising Network Publishers, intended for displaying Advertising Messages.

20. **Display Space** — a collective name for the Allegro Display Space or the Advertising Network Display Space.

21. **Advertising Message** — an advertising format offered as part of the Ads Service, i.e., a graphic or text-graphic format containing a hypertext link to the given Advertiser's Offer or Advertiser's website. Allegro Ads offers the following forms of Advertising Messages on allegro.cz: Sponsored Offer

22. **Sponsored Offer** — a form of Advertising Message containing a hypertext link to the given Advertiser's Offer or Advertiser's website, displayed within the Ads Service in the Display Space.

23. **Advertiser's Website** – the website operated by the Advertiser as part of Allegro.

24. **Click** — a single action consisting of the User clicking on the Advertising Message placed in the Display Space.

25. **Impression** — a single action consisting of the publication by the Company, on the User's request, of an Advertising Message placed in the Display Space.

26. **Product** – the product of the maximum price per one Click and the ratio of the number of Clicks to the number of Impressions of Advertising Message during the Advertising Message display, modified by the parameter of matching the Item subject to the given Advertising Message to the subject of the website on which the Allegro Display Space is located.

27. **Product Ranking** — the sequence of all Advertising Messages for a given form of Advertising Message on Allegro, calculated on a case by case basis.

28. **Maximum Number of Advertisements** — the maximum number of Advertising Messages displayed in the given Display Space.

29. **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 shall set the maximum gross price it is willing to pay for one Click with consideration 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.

30. **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.

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

32. **Customer Dashboard** — a separate function within the Ads Service dedicated to Advertisers in the allegro.pl and allegro.cz domains or within interfaces made available by Technical Partners, allowing the Advertisers to use services available within the advertising dashboard.

33. **Ads Service** – the service provided by the Company under the conditions laid down in the Terms & Conditions.

34. **Ads Express Service** — the Ads Service mentioned in paragraph 3.7. of the Terms & Conditions, a service with limited functionality allowing Advertisers to publish Advertising Messages quickly via an Account on Allegro.

35. **Advertisement from the Listing Form** — the Ads Service mentioned in paragraph 3.8 of the Terms & Conditions, a service with limited functionality allowing Advertisers to publish Advertising Messages quickly via the Listing Form.

36. **Ads4Brands functionality** — a functionality that allows one Advertiser (a Partner within the meaning of the "Allegro Ads Partner Program Terms & Conditions" ) or a Brand owner or Brand producer to promote Offers from multiple Sellers of a brand chosen 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")

Capitalized terms not defined in Section 1 of these Terms & Conditions have the meaning assigned to them in the Allegro Terms & Conditions.

Within the Ads Service from the level of the Customer Dashboard available at both allegro.pl/ads and allegro.hu/ads, it is possible to use the service at allegro.pl and allegro.hu, according to the currently available scope of the service at each of these Marketplaces.

## SECTION 2. TERMS OF PARTICIPATION

### 2.1.

The Customer Dashboard may be used by the Advertiser who meets the conditions provided for in Section 2 of the Allegro Terms & Conditions "TERMS of PARTICIPATION IN ALLEGRO".

### 2.2.



Within the Ads Service in the Customer Dashboard, the Company makes functionalities available to Advertisers, allowing, in particular, to conduct advertising activities; the detailed rules on the use of such functionalities are described in the Customer Dashboard. The available formats of the Advertising Message may vary depending on the Marketplace where it is to be used selected in the Customer Dashboard.

2.3.

The Company stipulates that as part of the Ads Service

the ability to use the Ads Service via REST API software is available only to Brands and Technical Partners.

Advertisers may use selected functions available in the Advertising Network Display Space. However, this applies only to those Advertisers who have access to the Advertising Network Display Space and also to the Advertisers who have reported that they wish to issue Advertising Messages, and have applied accordingly using one of the contact methods listed at <https://allegro.pl/pomoc/kontakt>.

2.4.

Throughout the entire term of providing the Ads Service, the Technical Partner must make the content of these Terms & Conditions available to Advertisers.

## SECTION 3. TERMS OF ADVERTISING MESSAGE DISPLAY

3.1.

In order to display an Advertising Message in the Display Space, the Allegro Advertiser must be authorized to use the Customer Dashboard in accordance with paragraph 2.1 of the Terms & Conditions.

3.2.

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

- a. indicate the Marketplace on which the Advertising Message is to be published;
- b. specify Listings 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;
- d. specify the start date of the display of the selected Advertising Message;
- e. set the Daily Budget for the selected Advertising Message;

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

### 3.3.

In the Customer Dashboard, the Advertiser can define the date of ending the Advertising Message display. Unless the Advertiser defines the aforesaid parameter, the Advertising Message shall be displayed until the Advertiser manually ends the display in the Customer Dashboard or uses the entire Total Budget, provided that the Advertiser has defined the same.

### 3.4.

Besides, the Advertiser has an option to set the Total Budget for the Advertising Message.

### 3.5.

By using the Ads Service, and Advertisement from the Listing Form and Ads Express Service the User warrants that:

- a. The Advertising Message published in the Display Space will not violate third-party rights and will not be misleading to Allegro Users, in particular as to the description and properties of the Goods offered under the given Offer;
- b. it has the right to dispose of the Advertiser's website and its resources, and the traffic directed to it as a result of the Ads Service will not violate third-party rights;
- c. it holds all rights to use the marks of Goods sold by it and advertised through the Advertising Messages, or Seller's marks, including trademarks, and to dispose of the same within the scope provided for in these Terms & Conditions.
- d. the creative meets all the requirements specified when creating the Advertising Message on the form appropriate for the given advertising format.

### 3.6.

The Company has the right to refuse to perform an Insertion Order or to stop the Display of an Advertising Message on Allegro if its content:

- a. violates or there are reasonable grounds to suspect that it will violate the rights of individuals or third parties,
- b. may negatively affect the image and reputation of Allegro,
- c. may be considered bothersome to Allegro users,
- d. contains the website addresses of Advertisers or third parties,
- e. is inconsistent with the Terms & Conditions, Allegro Terms & Conditions, or Advertising Network Publisher's Terms & Conditions



f. is not in compliance with the requirements of the law or involves products that are not allowed to be advertised.

### 3.7.

In order to display an Advertising Message within the Ads Express Service in the Display Space, the Advertiser shall obtain access to the Customer Dashboard through settings in the Account on Allegro and set the Daily Budget for the given Advertising Message. Advertising Message is displayed in both Allegro Display Space and Advertising Network Display Space. At the same time, in the case of the Ads Express Service:

a. the provisions of paragraphs 3.2(a), (b), (c), (d) and (f), and paragraphs 3.4 and 3.5 shall not apply. The Advertising Message shall be displayed until the Advertiser manually ends the display in the Customer Dashboard, uses the entire Daily Budget is used or the Offer (to which the Advertising Message leads) expires. The Advertising Message applies to a Sponsored Offer, while the advertised Offer is selected automatically. The daily budget is spread over all advertised Offers.

b. for interfaces made available by Technical Partners, only the provisions of paragraph 3.2(a) shall apply.

### 3.8

In order to display an Advertising Message as part of the Advertisement from the Listing Form in the Display Space, the Advertiser shall obtain access to the Customer Dashboard through settings in the Account on Allegro and set the Daily Budget for the given Advertising Message and advertised Offer. At the same time, in the case of the Advertisement from the Listing Form:

a. the provisions of paragraphs 3.2(a), (b), (c), (d) and (f), and paragraphs 3.4 and 3.5 shall not apply. The Advertising Message shall be displayed until the Advertiser manually ends the display in the Customer Dashboard, uses the entire Daily Budget or the Offer (to which the Advertising Message leads) expires. The Advertising Message applies to a Sponsored Offer. The advertised Offer is one part of the creation of which the Partner approved the use of the advertisement. The daily budget is spread over all advertised Offers.

3.9 In order to broadcast an Advertising Message on the Display Space regarding Goods classified as hazardous substances or mixtures within the meaning of Regulation (EC) No. 1272/2008 of the European Parliament and of the EU Council of 16 December 2008 on the classification, labeling and packaging of substances and mixtures, The Advertiser is obliged to include the hazard classes and categories related to this substance in the Advertising Message.





## SECTION 4. ADVERTISING MESSAGE DISPLAY

### 4.1.

Advertising Messages are displayed in the order of the Product Ranking.

### 4.2.

The Advertising Message shall be displayed in 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 under the Advertising Message is active.

### 4.3.

The Company reserves the right to refuse to display or earlier end the display of the Advertising Message if it violates the Allegro Terms & Conditions or these Terms & Conditions, or the Advertising Network Publisher's terms and conditions.

### 4.4.

Notwithstanding other provisions of the Terms & Conditions, an Advertising Message will cease to be displayed on the Display Space when, for subsequent 90 days, a given Advertising Message has no Clicks. In the case referred to in the preceding sentence, a given Advertising Message shall be simultaneously archived in the Customer Dashboard.

### 4.5.

The Daily Budget for the display of the Advertising Message, set in accordance with paragraph 3.2(e) of the Terms & Conditions, may change as follows:

- a. if the Daily Budget set by the Advertiser for the given day is not used up, the funds allocated for the display of the Advertising Message shall be transferred to the next display day, provided that the period of display of the Advertising Message defined by the Advertiser includes the next display day, subject to paragraph 3.3. of the Terms & Conditions. In the case described in the preceding sentence, only unused amounts of the Daily Budget accumulated for a maximum of 7 calendar days of the Advertising Message display period shall be transferred to the next days; this paragraph shall not apply if the Advertiser has made a change consisting in stopping or changing the date of display of the Advertising Message, or changing the Daily Budget;
- b. on days with a large number of inquiries, up to 130% of the amount set by the Advertiser for the Daily Budget may be used, however, in total not more than the sum of the Daily Budgets from all days for the Advertising Message in the display period defined by the Advertiser. The budget set by the Advertiser for the entire display period defined by the same shall be adjusted on the days of the Advertising Message display, on which the expenses are lower than the Daily Budget in the calendar



week counted from Monday through Sunday, however, the value of the Daily Budget may be additionally increased by the amount referred to in paragraph 4.5(a).

c. if the Advertiser changes the settings for the Advertising Message, provided for in paragraph 3.2. of the Terms & Conditions, the following rules shall apply:

section 1. if the change concerns the display period set by the Advertiser or the amount of the Daily Budget for the Advertising Message, and the rule provided for in paragraph 4.5(a) or (b) above has applied and a value higher than the new Daily Budget set by the Advertiser has been used up, the display of the Advertising Message shall be suspended on the given day and resumed on the next day, taking into account the changes introduced by the Advertiser, provided that the display period set by the Advertiser covers the next day of the Advertising Message display. The Advertiser shall pay a fee for the actual cost of clicks on the Advertising Message;

section 2. ii. if the change concerns the amount of the Daily Budget for the Advertising Message and a value lower than the new Daily Budget set by the Advertiser has been used up, the display of the Advertising Message shall be continued on the day of the change, in accordance with paragraph 4.5(b).

4.6.

If the Advertiser changes the settings provided for in paragraph 3.2. of the Terms & Conditions with regard to the Advertising Message during its display or suspends the Advertising Message display, such changes become effective at most 1 hour after they have been made, subject to the changes provided for in paragraph 4.5(c). In the event of failure or technical interruption, the provisions of Appendix No. 3 of the Allegro Terms & Conditions shall apply.

4.7. If the Total Budget, set in accordance with paragraph 3.3. of the Terms & Conditions, is exhausted, the display of the Advertising Message shall be suspended on the day the Total Budget is exhausted, even if the Daily Budget for the given day has not been used up.

4.8.

Each Click on the Advertising Message by the User shall 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 Max CPC or max CPM model (not more than the amount declared by the User as the maximum amount and not less than the minimum price per Cost Unit). — taking into account the content of paragraph 29(a) and this amount is a dynamic value, changing depending on market economic factors, such as the popularity of the offer, advertising demand and advertising effectiveness. If the group of Advertising Messages created by the Advertiser includes Advertising Messages relating to different categories, the value of the minimum price per Cost Unit is considered to be the highest of the minimum prices per Cost Unit provided for these categories.

4.9.

If the Daily Budget is exhausted in accordance with paragraph 4.5(a) or (b), the display of the Advertising Message shall be suspended and restored after the Daily Budget is increased in the Customer Dashboard, or shall be renewed on the next day according to the specific Daily Budget,



provided that the Advertiser has specified the next day of the Advertising Message display. If the Advertiser has exhausted the Total Budget, the display of the Advertising Message shall be restored after the Advertiser has increased the Total Budget in the Customer Dashboard.

4.10. The statistics of the Advertiser's Advertising Messages are made available to the Advertiser in the Customer Dashboard. Such statistics are the basis for the assessment of the progress of the Advertising Message display.

4.11.

The Company may block the display of the Advertising Message or suspend the provision of the Ads Service or Ads Express Service or Advertisement from the Listing Form if activities or content related to the Offer, Advertising Message or the Advertiser's website violate the provisions of the Terms & Conditions, Allegro Terms & Conditions, or the Advertising Network Publisher's terms and conditions applicable laws, or have an adverse effect on the good name of the Company. The Company can take the aforesaid actions also when other actions performed by the User within the Ads Service are inconsistent with the Terms & Conditions or the Allegro Terms & Conditions.

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.

4.13.

If any claims are filed against the Company by third parties, resulting from the display by the Company of any Advertising Message within the Ads Service in accordance with the Terms & Conditions, including in particular in relation to incorrectness or irregularity of the Advertiser's warranties referred to in paragraph 3.5 of the Terms & Conditions, the Advertiser shall 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 proceedings pending 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.

4.14.

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.



4.15.

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

## SECTION 5. FEES

5.1.

The Advertiser shall pay fees to the Company for the display of Advertising Messages. Settlement for the Ads Service is carried out for each User for each Marketplace separately, on separate billing accounts in the appropriate currency, according to the currency of the country of the Marketplace.

5.2.

The fees shall be charged on an ongoing basis and immediately presented to the User. The value of fees will be updated daily with a three-day delay due to technical capabilities and charges verification. The immediate access of the User to the fees charged shall not include the period of failure or technical interruption on the part of the Company. The fees shall not be higher than the Daily Budget or the Total Budget set by the Advertiser if defined, subject to paragraph 4.5(a) or (b) of the Terms & Conditions.

5.3.

The number of fees due to the Company shall be calculated based on the actual use by the Advertiser of the funds allocated for the Sponsored Offer display within the Daily Budget and the Total Budget, if defined, and the statistics made available to the Advertiser in the Customer Dashboard.

5.4.

The Advertiser acknowledges that methods of settlement of Cost Units, Daily Budgets, and Total Budgets, within the publication of Advertising Messages on individual Advertising Network Publishers' websites, may differ from the rules provided for in these Terms & Conditions. In such a case, the rules for settling individual indicators in accordance with the rules specified by the Advertising Network Publishers shall apply. Within the Allegro Ads Service, the Company shall notify of different rules for settling individual indicators by referring to relevant provisions and rules or the Advertising Network Publishers' terms and conditions. Beginning to use the service is tantamount to acceptance of these conditions.

5.5.

The Advertiser shall choose the method of settlement of fees for Advertising Message displays performed through a Partner, between:



a. making payments separately to the Company, as the provider of the Ads Service, and separately to the Partner, as the entity running and managing Advertiser's Advertising Messages, in accordance with the agreement between the Advertiser and the Partner,

b. making payments for the total of the Ads Service and the running and managing the Advertiser's Advertising Messages to the Partner, in accordance with the agreement between the Advertiser and the Partner, who shall then make relevant settlements with the Company.

5.6.

The rules for issuing invoices and paying Fees are governed by Section 9 of the Allegro Terms & Conditions.

## SECTION 6. FINAL PROVISIONS

6.1.

For matters not specifically provided for in these Terms & Conditions, the relevant provisions of the Allegro Terms & Conditions, including the definitions set out therein, shall apply accordingly.

6.2.

Users may be offered promotional actions related to the Ads Service or Ads Express Service or Advertisement from the Listing Form. The type and scope of such actions shall be set forth in separate terms and conditions. For the purpose of promotional actions, Users' rights and obligations may be shaped differently than in the Terms & Conditions. Users need to accept relevant terms and conditions in order to use such actions.

6.3.

The Company may, without prior notice, conduct tests on new services, processes, or functionalities, as well as tests on changes to current services, processes, or functionalities within the Ads Service. Tests may affect Advertisers' use of the Ads Service, including the way Advertising Messages are displayed. Tests may be conducted only for the time and to the extent necessary and proportionate to achieve the purpose of the test. The Company conducts tests solely for the purpose of developing the Ads Service, adapting to market changes, adjusting to changes in legislation, or improving the services provided.

6.4.

The current text of the Terms and Conditions is available at <https://allegro.pl/ads> and <https://allegro.hu/ads>.