

Changes to the Allegro Terms & Conditions from July 31, 2024.

The document below takes into account the changes in the regulations concerning Allegro.pl, Allegro.cz and Allegro.sk.

# Appendix No. 4

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

(...)

# SECTION 6. DELIVERY AND ADDITIONAL SERVICES COSTS (ALLEGRO.PL)

(...)

- 12. Allegro Delivery Services International delivery fees for Services and Additional Services, as provided by Direct Parcel Distribution CZ s.r.o.
- a. The Delivery Service, as referred to in Appendix No. 16 to the Allegro Terms & Conditions, is provided by the Service Provider, Direct Parcel Distribution CZ s.r.o., which implements the Services in the following delivery options:
  - Allegro DPD Courier Poland
  - Allegro DPD Courier Poland payment on delivery
  - Allegro DPD Pickup Poland

b. Seller's fees for Services provided on the basis of the Delivery Service and Services provided as part of Allegro Smart! are as follows:

Service name	Service code	
Allegro DPD Courier Poland up to 10 kg	DPD_COURIER_CZ_PL	
Order value in the range	Gross fee — Allegro SMART!	
PLN 40 - 49.99 gross	PLN 3.49 — for each parcel	
PLN 50 - 59.99 gross	PLN 3.49 — for each parcel	



PLN 60 - 79.99 gross	PLN 3.49 — for each parcel	
PLN 80 - 119.99 gross	PLN 5.09 — for each parcel	
PLN 120 - 199.99 gross	PLN 8.69 — for the first parcel, PLN 5.09 for each additional parcel	
PLN 200 gross or more	PLN 11.49 — for the first parcel, PLN 5.09 for each additional parcel	
Order value in the range	Gross fee — the Delivery Service	
Regardless of the order value	PLN 14.99	

Service name	Service code	
Allegro DPD Pickup Poland up to 10 kg	DPD_PUP_CZ_PL	
Order value in the range	Gross fee — 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, PLN 3.99 for each additional parcel	
PLN 200 gross or more	PLN 8.69 — for the first parcel, PLN 3.99 for each additional parcel	
Order value in the range	Gross fee — the Delivery Service	
Regardless of the order value	PLN 11.99	

Parcels handled as part of the Allegro DPD Courier Poland service should have the following standard parameters:

- a standard parcel is a parcel in the shape of a regular cuboid from which no oversized elements protrude
- the maximum weight of a single parcel: 31.5 kg (actual or dimensional weight)
- the longest side: 120 cm



• the maximum dimensions: 2 x length + 2 x width + height < = 300 cm

Parcels handled as part of the Allegro DPD Pickup Poland service should have the following standard parameters:

- a standard parcel is a parcel in the shape of a regular cuboid from which no oversized elements protrude
- the maximum weight of a single parcel: 20 kg (actual or dimensional weight)
- the maximum dimensions: 64 x 38 x 41 cm

Parcels that do not meet the standard dimensions referred to above, dispatched by the Seller, will be subject to additional fees chargeable for Additional Services.

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 fees and services	Code	Gross surcharge
Gross surcharge for the Allegro DPD Courier Poland service for a parcel weighing over 10 to 20 kg	DPD_OVER_10_20_CZ_PL	PLN 9.99
Gross surcharge for the Allegro DPD Courier Poland service for a parcel weighing over 20 to 31.5 kg	DPD_OVER_20_31,5_CZ_PL	PLN 19.99
Gross surcharge for the Allegro DPD Pickup Poland service for a parcel weighing over 10 to 20 kg	DPD_OVER_10_20_CZ_PL	PLN 9.99
Payment on delivery up to PLN 6,000	DPD_COD_CZ_PL	PLN 4.99
Non-standard parcel fee	DPD_NON_STANDARD_CZ_PL	PLN 149

Non-standard parcels — parcels with at least one of the following parameters:

 Parcels exceeding the maximum weight indicated for individual services (Allegro DPD Courier Poland; Allegro DPD Pickup Poland)



- Parcels whose dimensions exceed the permissible values specified in the descriptions of the above services (Allegro DPD Courier Poland; Allegro DPD Pickup Poland)
- Parcels that do not fit on the conveyor belt due to their size, weight, or packing method
- · Parcels packed in black film or other black packaging
- Parcels that do not have a compact shape of a block, cube or polygonal tube or envelope

Goods excluded from transport are listed in the Partner Regulations: https://www.dpd.com/cz/en/general-terms-and-conditions/

- d. In cases where the value representing the dimensional weight of the parcel, understood as width cm x length cm x height cm / 5000, exceeds the value corresponding to the actual weight of the parcel, the price for the Service may be determined based on the dimensional weight of the parcel.
- e. The Fees for Services and Additional Services will be charged to the Seller's account in the month in which they were provided. or in the following months after the provision of these services, depending on the date when the Company becomes aware of the basis for charging these fees.

(...)

# Appendix No. 7B

Appendix No. 7B. Terms & Conditions of the Przelewy24 Service within Allegro.pl

(...)

# SECTION 6c. THE PRZELEWY24 SERVICE – SPECIAL CONDITIONS FOR PAYMENT CARDS

- 6c.1. Definitions for the content of this paragraph:
- a. **Acquirer (processor)** a card payment service provider that is a member of a Card Organization.
- b. **bank** the issuer of the payment card.
- c. **card holder** a person authorized by the bank to use a payment card.
- d. **regulations of Card Organizations** requirements and rules of operation of card organizations, including without limitation conditions of use of the resources of card organizations intended for issuing and using payment cards and handling transactions using payment cards



- e. **Card Organization** a party, including a specific body, organization, or entity referred to in Article 2(16) of Regulation (EU) 2015/751, that lays down the rules for the functioning of the payment card system and is responsible for taking decisions on the functioning of the payment card system; for the purposes of this Agreement, a Card Organization means VISA and/or Mastercard or both, referred to as Card Organizations.
- 6c.2. Card Organizations may at any time require PayPro and processors to stop settling card transactions on the Allegro platform, in respect of all or individual Sellers. In such a case, PayPro will not be liable to Sellers for non-performance of payment services related to such card payments.
- 6c.3. Card Organizations, processors, or PayPro may (at their own discretion, or at the request of the Acquirer) decide to block transactions immediately if the Seller for whom the payments were processed has made fraudulent transactions, violated applicable law or participates in activities that may cause damage to the Card Organizations, processors, or PayPro.

#### 6c.4. PayPro has the right to:

- a. periodically monitor the Allegro platform and sales proposals published on it, and to indicate any irregularities to Sellers. As far as possible, PayPro will indicate irregularities to Sellers through the Company. The Company or the Company and the Seller are obliged to remove irregularities within 14 calendar days from the moment of receiving information in writing or via email from PayPro, however, if the Seller violates the regulations of the Card Organization, PayPro has the right to terminate the Framework Agreement (with the relevant Seller) with immediate effect, and the processor may request PayPro to terminate the Framework Agreement with immediate effect, and they also have the right to demand the removal of such irregularities immediately, but within no longer than 72 hours from the moment of receiving information from PayPro.
- 6c.5. If the Seller fails to comply with the rules set out in the Framework Agreement relating to card payments, and additional costs in this respect are incurred by PayPro or processors, or penalties are imposed on PayPro or processors by Card Organizations, PayPro may charge the Seller with the full amount of costs and/or penalties, provided that it has previously indicated to them in writing or via email which rules are being violated.
- 6c.6. Payment card transactions based on the Framework Agreement are possible only on the Allegro platform.
- 6.c7. Every card transaction will be made in good faith. In the case of any transactions that the Seller knows to be fraudulent or deceptive, the Seller will immediately report them to PayPro, in particular through the Company, or will try to block them.
- 6c.8 PayPro has the right to suspend or refuse to process card transactions carried out for the benefit of the Seller on the basis of activity pursued by the Seller or on the basis of other criteria considered appropriate by PayPro, processors and Card Organizations.
- 6c.9. A Seller who is a party to the Framework Agreement is required to comply with all standards specified in the Framework Agreement.



- 6c.10. The Seller, as the recipient of card payments, is responsible for complying with the card acceptance procedures and acting in accordance with rules of Card Organizations in the scope applicable to the Seller
- 6c.11. The Framework Agreement will automatically and immediately be terminated in the scope of a particular Card Organization if this Card Organization de-registers PayPro, or if the sole processor performing activities under these Terms & Conditions in a given Card Organization loses its membership in it or the right to conduct such activities, or if the agreement between PayPro and this sole processor is terminated; PayPro will immediately notify the Company and the Sellers to this effect;
- 6c.12. PayPro, also at the request of the Processors or Card Organizations, may at any time terminate cooperation with the Seller immediately due to activities that give rise to suspicions of card fraud or for other important reason, which will result, i.a., in the termination of individual Framework Agreements; termination of cooperation will be confirmed by a notice of termination of the agreement in question automatically and immediately for this reason. Whenever this Chapter (concerning special conditions for paying with payment cards) mentions expiry or termination of the Framework Agreement, unless expressly provided otherwise in the provision in question, the expiry will apply only to the implementation of payment services related to paying with payment cards; termination of the Framework Agreement may also be limited to the part of the Framework Agreement which relates to these payments, so that in the event of such partial expiry or termination of the Framework Agreement, the Framework Agreement will remain in force for the rest of the scope set out in these Terms & Conditions (Appendix No. 7B),
- 6c.13. In connection with the acceptance of card payments, the Seller warrants that the Seller does not conduct activities prohibited by law, does not offer and sell goods and services not admitted to trading in the European Economic Area, including in particular those which are counterfeit, falsified, and/or in violation of other people's proprietary rights.
- 6c.14. The Company and the Seller may not submit any transaction for handling if they have prior knowledge (e.g., in view of the established and known manner of operation of fraudsters) that a given transaction is fraudulent or unauthorized by the card holder.
- 6c.15. The Seller, as the recipient of the card payment, is obliged to indicate on the subpage(s) of the Allegro platform presenting sale proposals of this Seller, the Seller's full name and address, as well as: address, contact number and/or email address, a detailed description of the goods offered for sale, price list in the Base Currency, the Seller's terms of sale and delivery, if applied by such Seller, conditions and the possibility for the card holder to return the ordered goods and to file complaints, if such conditions are in force.
- 6c.16. The Seller, as the recipient of the card payment, cannot induce the card holder to waive the right to file a complaint about a completed transaction.
- 6c.17. If the goods are not collected directly by the Buyer at the place of sale, after delivery of the goods, the Seller, as the recipient of the card payment, is obliged to store the confirmation of receipt of the goods, and in the event of a complaint immediately provide the confirmation of receipt at the request



of PayPro and the processors (including through the Company). A confirmation of dispatching the parcel is not sufficient to dismiss the card holder's complaint submitted to the card issuer's bank.

- 6c.18. The Seller, as the recipient of the card payment, will conduct business on Allegro, in connection with which it accepts card payments, in accordance with the requirements of PayPro, processors and Card Organizations, as subsequently amended.
- 6c.19. PayPro, including at the request of the processors and Card Organizations, has the right to indicate to the Seller, through the Company, actions deemed appropriate and aimed at preventing the possible damage or risk on the part of PayPro, processors or Card Organizations.
- 6c.20. The Seller, as the recipient of the card payment, will not take any actions violating the rights of PayPro, processors and Card Organizations.
- 6c.21. The Seller, as the recipient of the card payment, is fully responsible for any violations of the regulations of the Card Organizations by the Seller or by persons for whom the Seller is responsible under the law or in accordance with these Terms & Conditions, as well as for persons the Seller has engaged.
- 6c.22. Notwithstanding any other provisions of the Framework Agreement concerning withholding of Payments, in accordance with the regulations of the Card Organizations, PayPro has the right to withhold payments for transactions that have been carried out in a manner inconsistent with the rules set out in the Framework Agreement. PayPro will notify the relevant Seller about any such case, informing which rules have been violated.
- 6c.23. Payment on Allegro for the services provided/goods sold may only be made with cards accepted by PayPro, and within the validity period specified on the card. Transactions made with cards issued outside Poland and valid only in another country cannot be executed.
- 6c.24. All transactions require authorization (i.e., the card cannot be accepted without the consent of the issuing bank).
- 6c.25. Transactions on the Allegro platform will not be executed in the case of:
- a. The invalidity of the payment card;
- b. Cancellation of the payment card;
- c. Inability to obtain transaction authorization.
- 6c.26. The Seller, as the recipient of the card payment, may not refuse to accept payment by a payment card on grounds of the amount of the transaction, and may not impose any limits restricting the use of a payment card below or above a certain amount.
- 6c.27. Credit transactions (i.e., related to the refund of funds to the Buyer) may be executed only when goods/services are returned using the card with which the purchase was made, and in the amount not exceeding the amount of the charge, subject to the last sentence. No refund may be made to another



card, bank account or in cash, subject to the last sentence. If the card referred to in the first sentence is lost or its validity period has expired, or in any other case with the consent of the Buyer, the refund may also be made to the account of another card of the Buyer, to the Buyer's bank account, payment account, or by postal transfer.

- 6c.28. If the Seller does not accept returns of goods/cancellation of services, the Seller is obliged to inform the card holder, before making the transaction, that the return will not be possible. If the card holder is not informed about the returns terms, the Seller is required to accept cancellation of the purchase without charging any return/cancellation costs.
- 6c.29. The Seller, as the recipient of the card payment, is obliged to store documents confirming the completed transaction for a period of at least 2 years from the date of the relevant transaction, and to provide them immediately through the Company at each request of PayPro or processors.
- 6c.30. PayPro and the processors have the right to receive copies of other documents concerning individual transactions as well as the activities of the Seller, necessary to carry out clarification procedures for the card holder's complaints (e.g. agreements, invoices, repair estimates, documents confirming the delivery of goods/services, etc.). These documents should be kept for a period of 2 years from the date of the transaction and provided through the Company at any request of PayPro and the processors.
- 6c.31. The Seller, as the recipient of the card payment, at every reasonable request of PayPro or processors, will provide through the Company the documents confirming the performance of the service paid by the payment card.
- 6c.32. Failure to provide the bills or other requested documents referred to in sub-paragraphs 29-31 may result in the Seller being charged with the amount of the transaction in respect of which the complaint of the card holder has been considered valid in accordance with the provisions of law or regulations of the Card Organizations.
- 6c.33. PayPro has the right to transfer data related to card payments made for the benefit of the Seller under the Framework Agreement to third parties, to the extent specified by PayPro and processors (such as: Card Organizations, network providers, or financial institutions) to assess potential risks or execute transactions.
- 6c.34. In the event of theft or suspected theft of card data, the Seller is obliged to immediately inform PayPro to this effect.
- 6c.35. If the Seller is in possession of the card holder's data, the Seller is obliged to ensure special protection of this card holder data against access by third parties.
- 6c.36. The execution of transactions by payment cards will be possible only in selected categories on Allegro, excluding the categories of Goods whose sale is illegal or violates the Allegro Terms & Conditions, or which cannot be paid for with a payment card in accordance with the guidelines of Card Organizations.



(...)

# Appendix No. 12

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

(...)

### Allegro.pl

(...)

### III. Terms & Conditions of the Service (Allegro.pl)

(...)

- 3. Detailed terms and conditions which qualify the Seller to use the Services:
- a. FOR REGULAR ACCOUNTS for the Offer, throughout its duration, provided as part of the Service the Seller must provide at least two various delivery methods from two different groups of Goods delivery provided by the Deliverers, the list of which is available at https://na.allegro.pl/allegro-smart-zasady-rozliczen and where the delivery costs of a single parcel do not exceed the amount specified in the table available via that link or provide the parcel tracking number (in "My Allegro" or as part of "Allegro API") for at least 50% of all Transactions completed as part of the Service. The parcel tracking number should be provided to the Buyer within the shipping time declared by the Seller for the specific Offer;
- b. FOR BUSINESS ACCOUNTS the Seller must provide, for the Offer throughout its duration, provided as part of the Service:

#### For dispatch from Poland:

- i. At least two delivery options from groups of Goods delivery Courier delivery, and
- ii. At least three delivery options from the pick-up point or parcel lockers Goods delivery group provided by at least three different Carriers; one of those options must be Allegro One (Punkt, Box) or Allegro One (Punkt, Box, Courier),
- iii. Delivery carried out as part of Allegro Delivery.

#### For dispatch from Czechia:

i. At least one delivery option from the group of courier delivery options — Allegro DPD Courier Poland,



ii. At least one delivery option from the group of delivery options: pick-up points or parcel lockers — Allegro DPD Pickup Poland.

For a list of the Seller's qualifying delivery options for the Service, see: <a href="https://allegro.pl/zobacz/metody-dostawy-smart">https://allegro.pl/zobacz/metody-dostawy-smart</a>

(...)

### Allegro.cz

(...)

## 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 WEDO Courier delivery method from the Parcel delivery group (for Sellers shipping from the Czech Republic Czechia to Czechia) or Goods delivery options: Allegro International Courier Czechia (for Sellers dispatching from Poland to Czechia), another delivery method from the Parcel delivery group (for other Sellers), and
  - at least one delivery option from the delivery groups: pick-up point or parcel locker. Goods delivery options: Allegro WE|DO Parcel Lockers or Allegro WE|DO Pick-Up Point (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).

The list of delivery options qualifying the Seller 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.

If Where the type of Goods prevents their shipping via the delivery dispatch with the use of delivery options from the delivery groups: parcel lockers and pick-up points, the Offer can contain only the it is permissible to provide in the Offer only the Goods delivery option: Allegro WE|DO 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 Poland to Czechia). the delivery options from the Goods delivery group: courier deliveries, the list of which 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-OAgkgOL79Cm, and for Sellers



having an Account on Allegro.cz at: <a href="https://allegro.cz/pomoc/pro-prodejce/allegro-smart-pro-prodejce/allegro-smart-na-allegro-cz-informace-pro-prodejce-1ngA2aew9ik.">https://allegro.cz/pomoc/pro-prodejce/allegro-smart-pro-prodejce/allegro-smart-na-allegro-cz-informace-pro-prodejce-1ngA2aew9ik.</a>

(...)

# IV. RIGHTS AND OBLIGATIONS OF SELLERS USING THE SERVICE (ALLEGRO.CZ)

1. Delivery options available for Goods under the Service are offered according to the conditions specified in Appendix 16 and Appendix No. 18 to the Allegro Terms & Conditions. The rights and obligations of Users under the delivery services provided by the Company and the Carriers are governed by these Terms & Conditions and the General Terms & Conditions of the Delivery Service, set out in Appendix 16 to the Allegro Terms & Conditions, and the Terms & Conditions of International Forwarding Services set out in Appendix No. 18 to the Allegro Terms & Conditions whereas in case however, in the event of any discrepancies, these Terms & Conditions shall prevail over the General Terms & Conditions of the Delivery Service, as set out in Appendix 16 and the Terms & Conditions of International Forwarding Services set out in Appendix No. 18.

(...)

# Appendix No. 16

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

(...)

### Allegro.pl

## Section 1. Definitions (Allegro.pl)

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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:

(...)



i) 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

(...)

**PayU** — PayU SA with its registered office in Poznań, at: ul. Grunwaldzka 186, entered in the Commercial Register kept by the District Court for Poznań — Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under the KRS number 0000274399, share capital: PLN 7,789,000.00, paid in full, NIP (Tax Identification Number): 7792308495, the supervisory authority for PayU 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). PayU is entered in the register of national payment institutions maintained by the Polish Financial Supervision Authority under the number IP1/2012.

(...)

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

General terms of service of Direct Parcel Distribution CZ s.r.o.: <a href="https://www.dpd.com/cz/cs/vseobecne-obchodni-podminky/">https://www.dpd.com/cz/cs/vseobecne-obchodni-podminky/</a>

(...)

**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 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 Italy Courier Service, Allegro DHL Courier, Allegro DHL Courier Cash on Delivery, Allegro DHL pick-up point, Allegro DHL Box Automat 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 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 ORLEN Paczka Parcel Locker, Allegro OPD Courier Poland; Allegro DPD Courier Poland payment on delivery; Allegro DPD Pickup Poland

(...)

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

(...)

- 8. 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. 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.
- 9. 10. 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.
- 40. 11. 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.
- 41. 12. 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.



42. 13. 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.

13. 14. 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.

14. 15. 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.

44a. 15a. 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.

15. 16. 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).

46. 17. 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 3. Terms & Conditions of Delivery Service for Sellers and Buyers (Allegro.pl)

(...)

2. The Seller and the Buyer are required to:

(...)

h. indicate the payment account accessible to the Seller the Seller's bank account maintained in PLN by a bank established at the territory of the Republic of Poland maintained by the institution with its registered office in the European Economic Area for the purpose of 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 and Allegro DPD Pickup Point Cash on Delivery, Allegro DHL Courier Cash on Delivery;

(...)