



Changes for sellers to the Allegro Terms & Conditions from February 15, 2024

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

Allegro Terms & Conditions

(...)

Section 3. Offers

(...)

3.4.

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

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

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

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

(...)

Section 8. Role of Allegro

(...)

8.11.

The Company has access to the following categories of User data: data on the Offer, including, in particular, the content of the Offer; data identifying the Buyer as part of the Transaction; data on the Transaction, in particular the payment method, item receipt address, delivery option, additional remarks, as well as it can have access to the content of messages sent between the Buyer and the Seller, including as part of discussions and disputes and the handling of correspondence at the Sellers' request in the case referred to in paragraph 13.6. The Company manages the above-mentioned data categories in relation to all Offers and Transactions, subject to the reservation that in the case referred to in paragraph 13.6. access to the content of the message applies only to Business Accounts.

The User does not have access to all data which are available to the Company. The User has free of charge access to data relating to their actions as part of Allegro, ~~in particular, relating to the quality of sale carried out through Allegro, including, among others, the value of revenue, completed orders; canceled orders; numbers of shipments filled in within the time limit; which part of the delivery is completed within the time limit — as compared to all orders within the last 30 days which were delivered to the buyers within the time limit declared by the Seller in offers; and information about the quality of sale of the Seller in comparison with other Sellers on Allegro — how many sellers have better or worse quality than the Seller.~~ On Allegro Lokalnie only data on individual completed Transactions is available.

The Company enables paid access to certain statistical data relating to the sale as part of the Allegro platform.

Statistical data relating to the sale as part of Allegro are stored by the Company also after the termination of the Agreement with the User.

The Company has access to personal data of Users, rules of such access and period of storage, and rules of deleting such data are specified in Appendix No. 5 to the Terms & Conditions.

(...)

Section 9. Fees and sales commissions, security of the Company's claims

(...)

9.7.



Until an appropriate request is made by the Company, the Seller holding a Business Account remains entitled to receive funds recorded in the settlement tools maintained by the Payment Service Providers. [The value of the funds available for payout will be reduced each time by the amount of current accruals.](#)

In connection with the assignment of receivables, and subject to the fulfillment of the conditions set forth in paragraph 9.8 below, the Company shall have the right to require the Payment Service Providers to make a payout of funds recorded in the Seller's settlement tools [that have not yet been paid to the Seller's bank account](#). The Company assigns such funds against the settlement of the amounts due from the Seller to the Company under the Secured Receivables, for each settlement period.

In addition, the Seller holding a Business Account authorizes the Company to notify the Payment Service Providers on the Seller's behalf about the assignment of receivables made under paragraph 9.6 above.

9.8.

The Company shall have the right to exercise the security referred to in paragraph 9.6 above, each time fees, sales commissions, fines, damages, and other costs referred to in Appendix No. 4 of the Allegro Terms & Conditions are charged, ~~under the following conditions:~~

~~a. for each Seller using a Business Account registered after the July 3, 2023;~~

~~b. for each Seller using a Business Account registered before July 3, 2023, each time all of the following conditions are met:~~

~~i. All amounts under the Secured Receivables unpaid by the Seller holding a Business Account (regardless of the number of Accounts they hold) payable to the Company total at least 100,000 PLN;~~

~~ii. The payments made by the Seller under the Secured Receivables due within the past 12 months total less than 50% of the amount referred to in paragraph 9.8(b) (i.) above;~~

~~c. the Seller who conducts activity as part of a Business Account as an entity whose registered office, registered business, or actual place of business is outside the European Economic Area and outside the United Kingdom of Great Britain and Northern Ireland;~~

~~d. for each Seller using a Business Account, if the User's Account was suspended by the Company for the second time under the rules set forth in paragraph 8.4(1) of the Terms & Conditions (counted since the 1st of July 2023);~~

~~e. for each Seller using a Business Account, when the Seller chooses to pay their receivables using this method in User's Account settings.~~

The Company may exercise the security multiple times, regardless of the maturity of the Secured Receivables, including the time limit referred to in Section [67\(A\)\(3\) Settlements \(Allegro.pl\)](#) of Appendix No. 4 of the Terms & Conditions.

~~9.9.~~

~~The assignment of claims for Seller, referred to in paragraph 9.8(b) above, is temporary. Conditions shall be examined for their fulfillment once every 24 hours.~~

~~The Company shall notify the Seller about the fulfillment of the conditions and exercise of the security.~~

~~The Company may satisfy its claims under the Secured Receivables as long as subsequent examinations indicate that the conditions set forth in paragraph 9.8(b) above remain fulfilled. Regardless of the above authorization, the Seller may repay the debt owed to the Company under the Secured Receivables.~~

~~The Seller shall again become entitled to receive funds recorded in the settlement tools maintained by the Payment Service Providers as soon as the examination indicates that the conditions set forth in paragraph 9.8(b) above are not fulfilled, which the Company shall notify the Seller about.~~

9.10.

~~The Seller, referred to in paragraph 9.8(e) above, can withdraw the consent using the contact form.~~

Section 10. Other obligations of Users

(...)

10.5.

~~Where, for the ordered Goods, the Buyer selects a shipment method which is registered by the carrier and has been given a tracking number, if the carrier has not made the data available to the Company directly, the Seller shall immediately enter in the order tab (my sales -> orders) the correct tracking number (as assigned by the carrier on dispatch) and the dispatch time shall take place within the time frames specified by the Seller in the "Dispatch time" section of the offer listing form.~~

The Seller is obliged to dispatch the order on the date declared in the Offer. Where, for the ordered Goods, the Buyer selects a shipment method which is registered by the carrier and has been given a tracking number, but this number has not been made available to the Company directly by the carrier, the Seller shall immediately enter in the Orders tab (my sales -> orders) the correct tracking number (assigned by the integrated carrier after dispatch of the parcel).

10.6.

On Allegro, the Sellers have been given access to the "My Sales Quality" dashboard where based on the individual ratings in the following areas [indicated there](#),

- ~~a. Buyers' ratings (containing e.g. Buyers' Recommendations, Buyers' Experience/Satisfaction);~~
- ~~b. Order processing (containing e.g. the Orders processed, Tracking numbers added on time);~~



~~c. Customer service (containing e.g. Active Discussions, Timely responses to questions asked in the discussions, level of fulfillment of the criteria referred to in paragraph 5.12 of the Allegro Terms & Conditions);~~

~~d. Attractiveness of the Offer (containing e.g. Active payment methods, Percentage of Offers with Allegro Smart!);~~

~~e. Compliance with the Terms & Conditions (e.g. Removing Offers, Policy Warnings);~~

The ~~the~~ Seller's quality is determined at one of the following levels:

a. Super+

b. Super

c. Good

d. Neutral

e. Requires improvement

f. Unacceptable

The data included in the "My Sales Quality" dashboard are calculated on a daily basis and they cover the previous 30 days. The calculation may be delayed by no more than 3 days for technical reasons. If that is the case, the data from the last calculation, as available in the "Quality of my sales" tab, shall be treated as binding.

(...)