

GENERAL CONDITIONS - PREMIUM SELLER

Preamble

PrestaShop is the designer and publisher of an open-source software solution, distributed under a free license (Open Software License OSL-3.0), allowing its users to create e-commerce sites.

This solution is available for download on the PrestaShop website www.prestashop.com. It allows its users to create and personalize their e-commerce site and add features, free or paid, freely developed by the PrestaShop community already integrated into the solution or accessible on the PrestaShop Marketplace.

The PrestaShop Marketplace distributes various modules. Among these modules are classic modules, as well as modules offering subscription by recurrence.

The benefit of the services of these general conditions is exclusively reserved for professionals within the meaning of French consumer law.

These general conditions govern the rights and obligations applicable to Module Partners who wish to subscribe to the Premium Seller Offer.

They form, with the [Personal data protection policy](#) and the [General Conditions of the PrestaShop Marketplace Sellers](#) all of the conditions of use of the Premium Seller Offer.

PrestaShop reserves the right to modify these general conditions at any time. If applicable, the modifications will take effect fifteen (15) days after publication on the PrestaShop Marketplace.

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1. DEFINITIONS

The terms defined below will have in the General Conditions (including its preamble and its annexes), whenever they begin with a capital letter, whether they are used in the singular or in the plural, the meaning assigned to them below.

API Account : designates the software application published by PrestaShop allowing you to authenticate and create a unique account for each Merchant.

API CloudSync : designates the software application published by PrestaShop for managing Merchant data.

Addons Account : designates the private interface allowing its user to manage their account and benefit from PrestaShop assistance.

Terms and conditions or T&Cs: designates these general conditions, including its possible annexes and modifications.

Merchant : designates any natural or legal person acting in a professional capacity and operating a Merchant Site.

Marketplace PrestaShop : designates the platform referencing all the Modules accessible at the address: <https://addons.prestashop.com> (or any URL which may be substituted for it).

Modules: designates software developments carried out by PrestaShop or by a Partner intended to add one or more functionalities to the Merchant Sites, whether preinstalled or downloadable from the PrestaShop Marketplace.

Modules Built For PrestaShop : designates the Modules offering a subscription by recurrence, downloadable from the Merchant's PrestaShop Account and integrating l'API Account et Cloudsync, according to the Terms and Conditions of the Appendix 4.

Premium Seller Offer or Offer : designates the offer proposed by PrestaShop to Partners allowing to benefit from the advantages of these General Conditions.

Partner : designates any natural or legal person, professional, other than PrestaShop, having developed one or more Modules referenced on the PrestaShop Marketplace.

PrestaShop : designates the limited company PrestaShop with capital of 580,852.35 euros, whose head office is located at 198 Avenue de France 75013 Paris, registered with the Paris RCS under number 497 916 635.

PrestaShop Account : designates the account allowing users to authenticate and access the services offered by PrestaShop.

Site Marchand : designates the e-commerce site created by the Merchant using the Solution.

Solution : designates the software published by PrestaShop and downloadable from the site www.prestashop.com, allowing the creation, administration and operation of a Merchant Site.

2.ACCEPTANCE OF GENERAL CONDITIONS

Subscription to the Offer and its advantages is subject to full and unreserved acceptance of these General Terms and Conditions by the Partner. This acceptance is deemed given once the Partner has paid the annual fee for the Offer subscribed.

3.OBJECT

These General Terms and Conditions govern the development and distribution of classic and Built For PrestaShop Modules, according to the level of visibility defined in Appendix 2.

4.CONDITIONS OF SUBSCRIPTION TO THE OFFER

In order to subscribe to the Offer, the Partner ensures that it meets the conditions provided for in this Article and to make a request to PrestaShop.

Subscription to the Offer need :

- the provision of mandatory information requested by PrestaShop;
- creating a PrestaShop Account.

The information communicated by the Partner must be accurate, complete and up to date.

Any incomplete registration makes it impossible to subscribe to the Offer. It is specified that PrestaShop is able to refuse a request to subscribe to the Offer, at its sole discretion.

The Partner is solely responsible for the confidentiality of its identifiers. He is reputed to be the only one to know them and use them.

5.DURATION OF SUBSCRIPTION TO THE OFFER

The Offer subscription date corresponds to the date of signature of the order form by the Partner.

The subscription period is twelve (12) months from the subscription date.

Unless terminated under the conditions of Article 8 hereof, the T&cs are tacitly renewable on each anniversary date of the subscription date, and this, for the same subscription period.

6. USE OF ADVANTAGES OF THE OFFER

The Partner will benefit from the benefits detailed in the Appendix 2 of these T&Cs, which the Partner accepts.

The benefits must be used during the subscription period.

Benefits of the Offer cannot be used until full payment of the annual fee has been made.

If all of the advantages of the Offer during the subscription period, unused advantages will be lost, even if the subscription is renewed. It is the responsibility of the Partner to monitor the use of its advantages.

PrestaShop cannot be held responsible in the event of loss of an advantage for non-use of these by the Partner during the subscription period.

7. FINANCIAL CONDITIONS

In return for the benefits of the Offer, the Partner undertakes to pay the annual fee in accordance with Appendix 1.

Payment of the annual fee is a prerequisite to benefiting from the Offer.

PrestaShop reserves the right to freeze a payment in order to carry out any verification required by law, in particular with regard to money laundering.

The Partner acknowledges that in the event of debts held by PrestaShop for any reason whatsoever against the Partner, in particular in the event of unpaid fees, these can be automatically compensated with the balance of its Addons Account in accordance with the articles 1347 et seq. of the Civil Code.

8. SUSPENSION AND TERMINATION OF THE OFFER

8.1. Termination for convenience

Either Party may terminate the subscription without specific reason by informing the other party one (1) month before the anniversary of the subscription date of the Offer. The Partner informs PrestaShop by sending a ticket to customer service in the seller's account in the "messages" section.

The absence of termination for the convenience of subscription within the allotted time frame is the entire responsibility of the Partner and in no way justifies the absence of payment of the Offer annual fee due for renewal.

8.2. Suspension and termination for breach

In the event of serious or repeated breaches by the Partner, which have not been remedied within fifteen (15) calendar days from the sending of a written notification by PrestaShop, PrestaShop may :

- suspend the Partner Modules on the PrestaShop Marketplace;
- cease the distribution of the Modules;
- terminate or suspend, without notice or compensation, the contractual relationship with the Partner.

In the event of suspension of a Module, the Partner shall be responsible for manually reactivating the Module and paying the annual fee for the submission and sale of the Module.

Are particularly considered as serious or repeated breaches:

- non-payment of invoices;
- behavior likely to harm the image of PrestaShop;
- the violation of an obligation of these T&Cs and/or the [General conditions of the PrestaShop Seller Marketplace](#) ;

This list is not exhaustive.

8.2. Consequences of termination

In the event of termination, each year started is due and the annual fee cannot be reimbursed for any reason.

Furthermore, the Partner acknowledges that Merchants may continue to use the Modules when their purchase was made before termination.

After the end of the contractual relationship, the Partner undertakes to cease and refrain from any use of the PrestaShop brand, logos and all content provided by PrestaShop under the Offer.

9. INTELLECTUAL PROPERTY

9.1. Ownership of intellectual property rights

Subscription to the Offer does not result in any transfer of ownership of intellectual property rights to the Partner.

Each of the Parties retains the intellectual property rights that it holds on the day of subscription to the Offer as well as those which will be acquired during its execution or as long as the subscription is in force, with the exception of the licenses expressly granted by the parties to each other.

Consequently, the Partner retains ownership of its Modules. PrestaShop retains all rights, title and interest in and to all intellectual property rights of the software, other Modules or materials of the open source software as well as the trademarks, logos, domain names, copyrights provided or made available of the Partner.

9.2. Usage rights to brands and logos

The Parties mutually authorize each other to use their respective brands and logos within the limits authorized by these T&Cs and for the sole purpose of promoting and informing third parties of the existence of this Offer..

As such, the Partner is informed that modification of the PrestaShop brand or use of the PrestaShop brand in a domain name, a subdomain or an email address is strictly prohibited.

For the complete execution of these T&Cs, PrestaShop grants the Partner the right to use the elements detailed in Appendix 3.

Any other use will be subject to the written agreement of the other party.

10. PERSONAL DATA

Information relating to the collection and processing of personal data that we carry out is detailed in our [Personal data protection policy](#).

The Partner acknowledges and accepts that it is solely responsible for the information it provides to PrestaShop, and therefore to Merchants, relating to the collection, or not, of personal data carried out by its Modules.

11. FORCE MAJEURE

PrestaShop may suspend the Offer in the event of the occurrence of an event beyond its control, a case of force majeure or the act of a third party.

Any event constituting a case of force majeure as defined by the case law of the French courts suspends the rights and obligations of the Parties.

12. COMPETENT LAW AND JURISDICTION

These General Terms and Conditions are subject to French law.

Any dispute that may arise from the interpretation or execution of these T&Cs will be submitted, prior to any legal procedure, to the mediation of a mediator designated by the most diligent party. If mediation is unsuccessful, the dispute will be subject to the exclusive jurisdiction of the Paris Commercial Court., notwithstanding plurality of parties or warranty claim.

13. NON-WAIVER

The fact, for one of the Parties, of not having required the application of one of the provisions of these T&Cs cannot be considered as a waiver of said clause.

14. CESSION

The Partner acknowledges that subscription to the Offer is exclusively personal and cannot be the subject of any transfer free of charge or for a fee.

In order to ensure the proper execution of the obligations imposed on it by these T&Cs, PrestaShop reserves the right to assign, transfer or bring to a third party, all or part of these T&Cs or to substitute a third party for all or part of their execution.

APPENDIX 1 - FINANCIAL CONDITIONS

1. Annual Fee and invoicing

Annual fee	€3,000 excluding tax (three thousand euros excluding tax)
	<p><u>Billing terms :</u></p> <p>Payment is made by annual direct debit to the payment method specified by the Partner, 30 days after the effective subscription date. In the event of renewal, the Partner will then be debited annually on the subscription anniversary date.</p> <p>In the absence of payment by direct debit, PrestaShop will invoice the Partner for the first year on the subscription date then on each anniversary of the subscription date of the Offer.</p> <p>Invoices issued by PrestaShop must be paid within thirty days (30) of their receipt. They are payable by bank transfer to the account provided in this Appendix.</p>

2. PrestaShop bank details

RIB	30004 01841 00010038304 83
WERE GOING	FR76 3000 4018 4100 0100 3830 483

APPENDIX 2 - ADVANTAGES OF THE OFFER

1. Elements to be provided by the Partner

The Partner must provide PrestaShop in a timely manner with all the editorial and graphic elements (texts, still or animated images, logos, photographs, etc.) necessary for the promotion of son Module, and this in a format allowing their reproduction.

Reciprocally, PrestaShop must provide the Partner in good time with all the editorial and graphic elements (texts, still or animated images, logos, photographs, etc.) necessary for the promotion of its Modules, and this in a format allowing their reproduction.

2. Promotional materials concerned

PRESTASHOP COMMITMENT		
Benefits	Periodicity	Details
Promotion of Modules	Continue during the subscription period	PrestaShop, at its sole discretion, determines which Modules will be considered selected Modules and eligible for its own campaigns. The selected Modules are those which are recognized by the community and/or the PrestaShop team as “cutting edge” Modules.
Territory of application	Continue during the subscription period	All distribution countries of the PrestaShop Solution and Marketplace

MARKETING ADVANTAGE		
Benefits	Periodicity	Details
Page on the PrestaShop Marketplace	Continue during the subscription period	This page is the presentation of the offer Partner on the PrestaShop Marketplace.
Use of PrestaShop logo	1 Logo	The Partner has the right to use the "PrestaShop Partner" logo on its official website and on any communication concerning its Modules if PrestaShop has previously validated the communication. Partner agrees to display PrestaShop as a recommended e-commerce solution and recommends PrestaShop to every prospect or customer, whether over the phone or at events.
	1 “Official Partner” badge	The Partner may display the logo on its Module and on its website.

	for Built For Modules or 1 "Module Creator Partner" badge for classic modules.	
Algolia referencing	1 time	This visibility features a Partner Module on the first page of the Module category for one month.

PRODUCT ADVANTAGE

Benefits	Periodicity	Details
Display in the Back office	Continue during the subscription period	The Module is accessible in the Merchant's back office via a button allowing downloading in 1 click on the versions of PrestaShop compatible with the module

BUSINESS ADVANTAGES

Annual fee exemption	Continue during the subscription period	The Partner is exempt from paying annual submission and sales fees for all its Modules on the Marketplace.		
Reduction of commissions	Continue during the subscription period	The commissions charged by PrestaShop are reduced for classic Modules (excluding Built For Modules) according to the table below.		
		Turnover levels (over the last six months)	Percentage received by classic Sellers	Percentage received by Partners
		400 000 €	81%	83%
		200 000 €	75%	77%
		100 000 €	71%	74%
		50 000 €	70%	73%
		20 000 €	67 %	70%
		10 000 €	65%	68%
		5 000 €	63%	67%
		0€	60%	64%

SUPPORT ADVANTAGE		
Benefits	Periodicity	Details
Technical support	Continue during the subscription period	The Partner benefits from a privileged point of contact with the PrestaShop Technical teams in the event of questions or problems with their Module.

APPENDIX 3 - USE OF THE PRESTASHOP BRAND

In accordance with the use of PrestaShop intellectual property elements described in Article 9 of the CG, the Partner is authorized to use the following logos:

<https://prestashop.com/brand-book/graphic-territory/>

Any use of the PrestaShop brand and badges in any other form is prohibited and constitutes counterfeiting.

APPENDIX 4 - SPECIFIC CONDITIONS FOR BUILT FOR MODULES

ARTICLE 1: OBJECT

The PrestaShop Marketplace distributes various Modules. Among these Modules are classic Modules, as well as Built For PrestaShop Modules.

Built For PrestaShop Modules must include at least the Account API as well as the Cloudsync API.

The distribution of Built For PrestaShop Modules must be under the AFL license, reproduced in Appendix 6 or another compatible license.

ARTICLE 2. PARTNER'S OBLIGATIONS

2.1 Development of Modules

The Partner or its Technical Service Provider undertakes to develop the Modules in accordance with the [Development Guide](#), as well as in compliance with good practices and the rules of the art.

If the development of the Modules is entrusted to a technical Service Provider, the Partner ensures that this Service Provider has all the required skills and that it complies with all the obligations of this Article.

The Partner acknowledges that any obfuscation of the source code of its Module is prohibited and undertakes to choose an open source license compatible with the Solution in order to allow the distribution of its Module and its use by Merchants.

If the Modules must be distributed in several languages, it is up to the Partner to take care of the translation of its Modules into the languages of each country where it will be distributed.

Generally speaking, the Partner translates its Modules into English at a minimum.

The distribution of the Module will be carried out in the Territories available on the PrestaShop Marketplace and chosen by the Partner.

To integrate the Account API or the Account and Cloudsync APIs into its Modules, the Partner or its Technical Service Provider must, in addition, refer to the documentation available at the following link: <https://billing-docs.netlify.app>.

2.2 Validation of Modules

Once the Modules have been developed, the Partner submits them to the validator tool (hereinafter "Validator Tool") as indicated in the accessible Development Guide in Appendix 5. The Modules are then submitted by the Partner in accordance with the PrestaShop Marketplace procedure.

PrestaShop does not accept Modules presenting technical, security and/or functional errors which could hinder the proper functioning of the Solution. In the event of a fault, the Solution notifies the Partner who can then correct it.

2.3 Quality Control and Delivery of Modules

If the Module is validated by the Validator Tool, PrestaShop carries out or has carried out, by any service provider of its choice, the Quality Control procedure, making it possible to verify that the Module delivered does not present any security flaw which could hinder the correct operation of the Solution.

Modules pass Quality Control when they do not present any security flaws that could hinder the proper functioning of the Solution.

Design and/or operational anomalies of the Modules identified after the Quality Control must be corrected without delay by the Partner or its technical service provider.

The delivery of the Modules to PrestaShop must include:

- (i) delivery of a stable and executable version of the Modules;
- (ii) the source and object codes of the Modules;
- (iii) documentation relating to development (including technical specifications, detailed specifications and commented code) to the installation and use of the Modules. All documentation provided to PrestaShop must be written in English.

2.4 Cooperation

The Partner undertakes to cooperate with PrestaShop throughout the distribution period of the Module.

The development and management of the Module may require the sending of information to carry out the necessary technical configurations. As such, the Partner undertakes to contact the technical contact of PrestaShop to finalize the development of the Module. Otherwise, the Module may be rejected by PrestaShop.

The Partner immediately notifies PrestaShop of any malfunction that could be linked to the integration of the Module into the Solution in order to enable it to correct it.

2.5 Corrective and evolutionary maintenance of the Module

The Partner undertakes to:

- take care of the curative and evolutionary maintenance of the Module;
- make or have made during the execution of the T&Cs, at its expense and under its responsibility, all corrections identified as necessary for the proper functioning of the Module.

In the presence of design or operating anomalies affecting the Module likely to alter or hinder the proper functioning of the Solution or to harm the image and reputation of PrestaShop, the latter may suspend the distribution of the Module for any the duration necessary for their correction by the Partner.

2.6 Upgrading with later versions of the Solution

Built For Modules require at least version 1.7. of the Solution.

PrestaShop does not in any way guarantee the compatibility of the Module with subsequent versions of the Solution.

The Partner further acknowledges that it is its responsibility to carry out or have carried out, at its own expense and under its responsibility, the developments necessary to upgrade the Module with subsequent versions of the Solution.

2.7 Merchant Support

In the event that a Merchant encounters a technical or functional problem with the Module, the Partner must provide support without delay.

PrestaShop does not respond to support requests from Merchants regarding the Module. The Partner or its Technical Service Provider must respond to requests from Merchants relating to the Module sent to it via its Addons Account.

PrestaShop makes its best efforts to communicate to the Partner any Merchant request relating to its Modules so that the Merchant can receive adequate support from the Partner.

2.8 Financial counterpart

The Partner acknowledges that the distribution of the Module entails the payment of all the sums mentioned in Article 7 of the T&Cs of the Premium Seller Offer.

ARTICLE 3. AVAILABILITY

PrestaShop will make its best efforts to make the download of Modules accessible from its website 24 hours a day, 7 days a week, without interruption other than those required for the purposes of curative or evolutionary maintenance of the PrestaShop Marketplace.

PrestaShop does not provide any particular guarantee to the Partner regarding the uninterrupted operation of the PrestaShop Marketplace.

PrestaShop does not make any commitment to results in terms of service levels, whether in intervention or correction time. In this regard, PrestaShop will only bear an obligation of means.

PrestaShop cannot guarantee that a correction can be made to reported difficulties or incidents.

ARTICLE 4. CONDITIONS FINANCIERES

PrestaShop will receive a commission amounting to 25% (twenty-five percent) of the price of the monthly subscription offered to Merchants for the use of the Built for Module.

For the sale of classic modules, PrestaShop will receive a reduced commission according to the table communicated to the Partner.

The Partner acknowledges that PrestaShop is solely authorized to receive from Merchants payment of the subscription price of the Built-For Modules.

PrestaShop then proceeds to pay the sums due to the Partner in accordance with the authorization given to it by the Prudential Control and Resolution Authority (ACPR).

The Partner can at any time consult the balance and the details of the movements made from their Compte Addons.

The Partner acknowledges that it receives its remuneration on the condition that the Merchant makes the prior payment of its subscription.

ARTICLE 5. INTELLECTUAL PROPERTY

5.1 No transfer of intellectual property rights

These General Terms and Conditions do not carry out any transfer of ownership, the Partner and PrestaShop retain all of their intellectual property rights. The Partner thus retains full ownership of its Module, brands and logos.

5.2 License grant for use of the Account and CloudSync APIs by PrestaShop

The Account and CloudSync APIs are distributed under the AFL license, reproduced in Appendix 6 of the General Conditions. The Partner undertakes to strictly respect the terms.

PrestaShop only grants the Partner a simple non-exclusive use license. PrestaShop, which remains the owner of the rights attached to its APIs, can continue to use them freely.

The Partner acknowledges that this grant of the right to use the APIs does not, under any circumstances, entail a transfer of the APIs by PrestaShop for its benefit nor can it be considered as a waiver by PrestaShop of its intellectual property rights.

The granting of rights attached to the Account and CloudSync APIs is deemed to occur on the date of acceptance of these T&Cs and for the entire duration of the T&Cs.

5.3 License grants by the Partner

In order to enable PrestaShop to perform the Services, the Partner grants to PrestaShop on a free and non-exclusive basis and for the entire duration of the contractual relations, all the necessary rights allowing it to carry out any computer operation for the purpose of reproducing, represent, disseminate, distribute and promote in all forms and all known means the Module on the site www.addons.prestashop.com.

5.4 Use of the Module

As part of the T&Cs, and for the entire duration of execution, the Partner grants PrestaShop a non-exclusive license to use the Module in order to enable PrestaShop to fulfill the obligations placed upon it.

5.5 Consequences of the end of contractual relations

Upon termination of contractual relations for whatever reason: (i) each party must immediately stop using the other party's trademarks/logos and/or distribute its products and services; (ii) the licenses under this Section will terminate; (iii) each party undertakes to immediately cease any representation or declaration which could lead to any relationship between them.

Furthermore, the consequences of the end of the contractual relations between PrestaShop and the Partner provided for in the Marketplace Partner T&Cs remain applicable.

ARTICLE 6. PARTNER'S GUARANTEES

The Partner guarantees that its Module complies with the standards detailed in the Development Guide in Appendix 5 and does not contain any viruses or malware.

It is prohibited to include in the description sheet of the Module any element contrary to public order or the regulations in force.

It declares and guarantees to PrestaShop that it holds all the rights, in particular intellectual property, necessary for the execution of the T&Cs.

He declares and guarantees that he has taken all useful and customary measures to ensure ownership of the rights necessary for the conclusion and execution of the T&Cs and to have concluded or regularized the transfers or licenses of rights with all third parties who may or could hold rights to all or part of the Module and that consequently, it has all the rights or authorizations necessary for the distribution of its Module.

The Partner declares and guarantees that its Module does not infringe or infringe any copyright, patent, trademark, or any other intellectual property right held by a third party.

As such, the Partner undertakes to take responsibility for and fully guarantee PrestaShop against any fines, costs (in particular advice and procedures) and accessories which could be charged to it due to the inaccuracy of the declarations and guarantees made herein. Article.

The Partner immediately informs PrestaShop of any complaint made by a third party relating to its Module so that PrestaShop can take all necessary actions.

ARTICLE 7. LIABILITY

7.1 Partner Responsibility

The Partner is solely responsible for the development of its Modules.

The Partner assumes full responsibility for any damage that may result from the use of its Module. As such, it undertakes to guarantee PrestaShop against any fines or costs which could be imposed on it due to damage suffered by a Merchant following the use of its Module.

Under no circumstances will PrestaShop be required to repair direct or indirect damage suffered by a Merchant and resulting from the use of the Module, such as, without this list being exhaustive: loss of profit, loss of opportunities, loss of customers, loss of data, replacement costs or damage to image.

7.2 Responsibility of PrestaShop

PrestaShop's liability under the General Terms and Conditions is limited to direct damage resulting from anomalies which may be contained in the Account and CloudSync APIs. If applicable, PrestaShop's liability will be limited to malfunctions of these APIs. Under no circumstances can PrestaShop be held responsible for possible direct or indirect damage suffered by the Partner due to poor integration or configuration of the latter.

ARTICLE 8. CONFIDENTIALITY

8.1 Definition of confidential information

“Confidential Information” is defined as any information or document (i) identified as such by the designation of the term “Confidential” by the disclosing party or which it is reasonable for the receiving party to believe, taking into account the context, that it is confidential information, or (ii) if disclosed orally or visually, is declared as confidential or, if not declared as such, should reasonably be understood as confidential by the receiving party taking into account the context or the nature of the information itself.

8.2 Mutual obligations

Each Party undertakes to take all precautions to ensure the confidentiality of the information communicated to it by the other Party, not to disclose it to third parties and not to use this information for purposes other than those provided for in the General Conditions (a Party is authorized to share Confidential Information with its subsidiaries to the extent that this is necessary for the fulfillment of its obligations under the General Conditions).

However, the following are not considered Confidential Information: (i) information already known to the receiving party, (ii) information which, at the time of its disclosure, was already in the public domain or which falls into it without this being attributable to the receiving party of such information, (iii) was communicated to the receiving party by a third party to these Terms and Conditions who was not subject to the limitations of this Section, or (iv) is independently developed by the receiving party and do not refer to Confidential Information communicated by the party having disclosed it.

When Confidential Information must be disclosed to a Court, to a government agency or to meet a legal obligation, the Party required to meet these requirements must notify the other as soon as possible as soon as it becomes aware of the latter or of their probability; must make its best efforts to avoid disclosing the Confidential Information

communicated to it and, if this proves unavoidable, make its best efforts to obtain specific treatment likely to allow their confidentiality.

The Parties agree that their respective obligations to maintain the confidentiality of the above Information will continue to apply at the end of the General Conditions whatever the reason for its expiration and until the Information becomes public without this is attributable to the receiving party.

ARTICLE 9. PERSONAL DATA

9.1 Personal data of the Partner

PrestaShop processes the personal data of the Partner's employees as part of the management of the contractual relationship resulting from these T&Cs.

9.2 Personal Data of Merchants

Each Party is responsible for its own compliance with laws and regulations relating to the protection of personal data. The General Terms and Conditions do not have the effect of creating any co-contracting or subcontracting relationship between the Parties.

To the extent possible, the parties agree:

- to comply with their obligations under laws and regulations relating to the protection of personal data;
- to ensure that the declarations and notifications made comply with the laws and regulations relating to the protection of personal data;
- to provide each other with copies of such declarations or notifications upon request; And
- to take all appropriate technical and organizational measures against destruction, accidental or unlawful loss, unauthorized disclosure, modification and access or against any other form of unauthorized processing of data.

Concerning the respect of the personal data of Merchants by PrestaShop within the framework of the General Conditions, PrestaShop undertakes to satisfy its obligation to inform Merchants. Likewise, the Partner undertakes to satisfy its obligation to inform Merchants.

APPENDIX 5 – DEVELOPMENT GUIDE

1. [Developer documentation](#)
2. [API integration documentation](#)

APPENDIX 6 - ACADEMIC FREE LICENSE ("AFL") V. 3.0

This Academic Free License (the "License") applies to any original work of authorship (the "Original Work") whose owner (the "Licensor") has placed the following licensing notice adjacent to the copyright notice for the Original Work:

Licensed under the Academic Free License version 3.0

1) **Grant of Copyright License.** Licensor grants you a worldwide, royalty-free, non-exclusive, sublicensable license, for the duration of the copyright, to do the following:

- a) to reproduce the Original Work in copies, either alone or as part of a collective work;
- b) to translate, adapt, alter, transform, modify, or arrange the Original Work, thereby creating derivative works ("Derivative Works") based upon the Original Work;
- c) to distribute or communicate copies of the Original Work and Derivative Works to the public, under any license of your choice that does not contradict the terms and conditions, including Licensor's reserved rights and remedies, in this Academic Free License;
- d) to perform the Original Work publicly; and
- e) to display the Original Work publicly.

2) **Grant of Patent License.** Licensor grants You a worldwide, royalty-free, non-exclusive, sublicensable license, under patent claims owned or controlled by the Licensor that are embodied in the Original Work as furnished by the Licensor, for the duration of the patents, to make, use, sell, offer for sale, have made, and import the Original Work and Derivative Works.

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