

TERMS AND CONDITIONS OF USE

PRESTASHOP MARKETPLACE CUSTOMER SERVICES

PREAMBLE

Updated on April 2, 2024

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

These solutions, called Solution Classic or Hosted, can be downloaded from the PrestaShop website www.prestashop.com.

It allows users to customise their e-commerce site and add additional features, free or paid, freely developed by the PrestaShop community and already integrated or accessible on the [PrestaShop Marketplace](#).

The Services are reserved exclusively for professionals within the meaning of French consumer law.

These terms and conditions govern the rights and obligations of Customers using the PrestaShop Marketplace to purchase Addons or to subscribe to the Business Care service. Together with the PrestaShop Marketplace Personal Data Protection Policy, they form the entirety of the Terms of Use.

PrestaShop reserves the right to modify these T&Cs at any time. In this case, the modifications will take effect fifteen (15) days after their publication on the [prestashop.com](http://www.prestashop.com) website.

The Customer acknowledges that the access, purchase and use of Built For PrestaShop Modules or PrestaShop Essentials Services are subject to the [PrestaShop Account and PrestaShop Services Terms and Conditions](#) to which reference should be made.

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1. Definitions

Addons: refers to the Modules and Themes listed and marketed in the Addons Catalogue.

Merchant Site: refers to the e-commerce site created by the Merchant using the Solution.

Business Care: refers to the After-Sales Service and updates associated with the purchase of an Addon.

Addons Catalog or Catalog: refers to all Addons listed and sold on the PrestaShop Marketplace.

General Terms and Conditions or T&Cs: refers to these general terms and conditions, including any appendices and amendments.

Addons Customer or Customer: means any natural or legal person, Merchant or Technical Service Provider acting on behalf of a Merchant, who has purchased one or more Addons on the PrestaShop Marketplace.

Addons Account or Account: refers to the private interface enabling the User to manage his account and benefit from PrestaShop support.

Connector: refers to the interface used to access Third Party Services offered by Official Partners.

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

Security update: refers to the correction of a security vulnerability in an Addon.

Free functional update: means a technical or functional correction, optimisation or improvement to the existing functionality of an Addon which can be downloaded by Merchants who have already purchased the previous version of the Addon.

Paid functional update: refers to the redesign or addition of functionality to an Addon, corresponding to a new version of the Addon.

Modules: means software developments made by PrestaShop or by a Vendor to add one or more functionalities to Merchant Sites, whether preinstalled or downloadable from the Marketplace PrestaShop.

Built For PrestaShop Modules: refers to Modules that can be downloaded from the Merchant's PrestaShop Account and whose purpose is to add one or more functionalities to the Solution and enable a fluid, secure and reliable experience.

Official Partners: refers to the commercial partner who has developed, in partnership with PrestaShop, a Connector or Module to which the User has access by subscribing to a PrestaShop Service.

PrestaShop: refers to the limited company with capital of 430,645.65 euros, whose registered office is located at 198 Avenue de France, PARIS (75013), registered in the Paris Trade and Companies Register under number B 497 916 635.

PrestaShop Account: refers to the account enabling the User to authenticate and access the services offered by PrestaShop.

PrestaShop Marketplace : means the platform referencing all the Addons in the Addons Catalogue, accessible at the following address: <https://addons.prestashop.com> (or any URL that may be substituted for it).

Technical service provider: refers to any natural or legal person acting in a professional capacity on behalf of a Merchant operating or wishing to operate a Merchant Site or on behalf of a Vendor for the development of a Module.

After-Sales Service : refers to the service provided by the Vendor or by PrestaShop to the User.

Solution: means the software published by PrestaShop and downloadable from the www.prestashop.com website, enabling the creation, administration and operation of a Merchant Site.

Themes: refers to software developments carried out by PrestaShop or by a Vendor to customise the graphics of Merchant Sites.

Vendor: refers to any natural or legal person, other than PrestaShop, who has developed one or more Addons listed on the PrestaShop Marketplace and accessible from the Catalog.

2. Acceptance of the General Terms and Conditions

The purchase of Addons and the subscription to Business Care on the PrestaShop Marketplace and in the back office of Merchant Sites are subject to the Customer's full and unreserved acceptance of these T&Cs.

3. PrestaShop Marketplace availability

PrestaShop uses its best efforts to make the Addons available for download 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 and in the back office of Merchant Sites.

PrestaShop does not provide any specific guarantee to the Customer regarding the uninterrupted operation of the PrestaShop Marketplace and the Addons Account. PrestaShop does not commit to any result in terms of service levels, either in terms of intervention time or correction time. PrestaShop will only support in this respect an obligation of means.

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

Key info,

PrestaShop strives to make the Marketplace available 24 hours a day, 7 days a week but does not provide any guarantee or commit to any level of service.

4. Access to PrestaShop Marketplace

Addons can be purchased and downloaded :

- on the PrestaShop Marketplace, requiring the prior creation of an Addons Account by the Customer;
- from the back-office of the Merchant Site, requiring the prior creation of a PrestaShop Account by the Customer.

Creating an Addons Account is free and there is no obligation to purchase.

Users are solely responsible for maintaining the confidentiality of their PrestaShop Account login details and are deemed to be the only person to hold and use them. PrestaShop declines all responsibility in the event of use of the PrestaShop Marketplace by a person other than the Customer or a person authorised by the Customer who has the Customer's login details.

Key info,

Purchasing and downloading Addons on the PrestaShop Marketplace requires the creation of an Addons Account, which is free of charge.

The User is solely responsible for the confidentiality of his/her Account details.

5. Downloading Addons

The Customer may consult the Addons' functionalities on the PrestaShop Marketplace.

6. Business Care service

6.1 Subscription and duration of Business Care

For any purchase of an Addon, the associated Business Care service is provided by the Vendor or by PrestaShop.

The Business Care service is included with every Addon:

- After-Sales Service
- Free functional updates;
- Chargeable functional updates;
- Security Updates

The Business Care service is included with the purchase of an Addon for a single Merchant Site and is provided for a period of twelve months from the date of purchase of the Addon (hereinafter "the Subscription Term").

In the absence of early termination by the Customer, the Business Care service will be automatically renewed for a subsequent period of twelve months.

The Business Care service is provided on a continuous basis throughout the Subscription Term, except in the event of a refund as provided for in Article 8.

Key info,

For all Addon purchases, the Customer benefits from the Business Care service. This includes after-sales service and updates. Business Care is automatically subscribed for a period of 12 months and is automatically renewed for the same period in the absence of cancellation.

6.2 Services included in Business Care

(i) After-Sales Service

The Business Care service offers the Customer After-Sales Service for the entire subscription period from the date of purchase of the Addon.

After-Sales Service is provided by the developer of the Addon purchased by the Customer.

This After-Sales Service is technical in nature only, and includes assistance with installing, configuring and using Addons.

To benefit from the After-Sales Service, the Customer must make a request via the messaging interface of his or her Addons Account. It is carried out in the language(s) indicated on the product sheet.

The Vendors or PrestaShop undertake to respond to the Customer's request within one working day of the request being sent.

In the event that the Vendor or PrestaShop does not provide After-Sales Service for the Addon within one month, the Customer is eligible for a refund of the Business Care service on the Addon concerned in accordance with the terms of article 8.

Key info,

The After-Sales Service is of a purely technical nature and is provided throughout the subscription period starting from the purchase of the Addon and is carried out by the developer of this Addon.

To make a request for After-Sales Service, the Customer must use the messaging system in his Addons Account. If the After-Sales Service is not provided within one month, the Customer may request a refund in accordance with the terms of article 9.

(ii) Services updates

The Business Care service includes update services performed by PrestaShop for Addons developed by PrestaShop and an update service performed by the Vendor on Addons developed by the Vendor.

The Business Care service includes :

Type of update	Purpose of the update	Completion time
Free update	<p>The correction, optimisation or improvement, whether technical or functional, of an Addon's existing functionalities.</p> <p>These free Updates are provided without time limitation by the Vendor or PrestaShop.</p>	Six (6) months from the new minor version of the Solution going into production
Functional update	<p>Adding new functionalities, improving interfaces and optimizing performance by rewriting some or all of the Addon's computer code.</p> <p>These Functional Updates are provided for the duration of the Business Care subscription by the Vendor or PrestaShop.</p>	Six (6) months from the date on which the new major version of the Solution goes into production.
Security update	Fixing a security vulnerability in an Addon	Forty-eight (48) working hours from notification of the vulnerability

Key info,

Update services are provided by the Addon developer (PrestaShop or the Vendor). They include free functional updates, paid updates and security updates for the Addon purchased by the Customer.

If the updates are not carried out within 6 months by the Vendor or PrestaShop, the Customer is eligible for a refund of the Addon in accordance with Article 9 of these GCU.

6.3 Services not included in Business Care

The Business Care service is not applicable to certain services offered on the PrestaShop Marketplace such as training, support services, Third Party Services and, more generally, does not include any intervention on the Merchant Site.

The Business Care service does not include telephone calls.

Furthermore, the Business Care service does not involve any specific, customized developments of the Merchant Site and does not constitute an extension of the Addon refund period.



In this respect, the Customer acknowledges that the After-Sales Service may be refused by the Vendor or by PrestaShop in the event of developments or modifications to the source code of the Solution or the source files of the Addon carried out at the Customer's initiative.

Key info,

The Business Care service may be refused to the Customer if the latter has carried out developments or modified the source code or source files of the Addon.

No Business Care is provided for training services, support and third-party services available on the Marketplace.

It does not include any specific development or intervention on the Customer's Merchant Site.

6.4 Cancellation of the Business Care subscription

The Customer may cancel the subscription to the Business Care service at any time, without notice or penalty, from their Addons Account.

Cancellation takes effect at the end of the current subscription period. On that date, Business Care services will be automatically suspended.

Once termination has taken place, the Customer will no longer be able to benefit from After-Sales Services and updates for the Addon affected by the termination.

The Customer may subsequently re-subscribe to the Business Care service at any time by reactivating it from their Addons Account, under the same conditions as described above.

Reactivation of a deactivated Business Care service will incur a financial surcharge on the initial price, in accordance with the financial conditions set out in Appendix 1.

Key info,

The Customer may terminate his Business Care subscription at any time in order to suspend services at the end of the current subscription period.

The Customer may re-subscribe at a later date under the same conditions as before, although the price will be increased in accordance with the conditions set out in Appendix 1.

7. Payment

Customers wishing to download an Addon click on "Add to cart".



The purchase of an Addon, with the exception of Built for PrestaShop Modules, automatically includes subscription to the Business Care service for the first year.

The price of a purchase includes the price of the Addon and the price of the annual subscription to the Business Care service.

The pricing of the Business Care service is defined in Appendix 1 of the GCU.

Prices may be displayed in several currencies on the Addons page and are exclusive of tax.

Promotional offers on Addons are only accessible on the PrestaShop Marketplace and are not accessible in the back-office of the Merchant Site. When promotional offers including a discount code are marketed on the PrestaShop Marketplace, these discounts cannot be combined.

The Customer may only download the Addons ordered once payment has been received.

Payment for an Addon is valid for installation and use on a single Merchant Site. For use on several Merchant Sites, the Customer undertakes to pay for additional licenses in accordance with the procedure described in article 10.2.

Rejection of payment, for any reason whatsoever, automatically cancels the order, of which the customer is informed.

PrestaShop reserves the right to :

- block a payment in order to carry out checks required by law, particularly with regard to money laundering.
- block the download of an Addon if it suspects a risk of fraudulent payment, in order to verify the payment.

PrestaShop benefits from an exemption from the authorisation as a payment institution granted by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), allowing it to collect payments from Customers on behalf of Vendors.

PrestaShop is not a payment service provider but an establishment benefiting from an exemption.

In this respect, the Customer acknowledges that PrestaShop has no obligation to reimburse purchases that have been made fraudulently with the Customer's bank card.

Customers can consult their download history and invoices on their Account.

Key info,

The purchase of an Addon includes the Business Care service for a period of one year, except for the purchase of a Built For PrestaShop Module.

After this period, Business Care is subject to the rates detailed in Appendix 1. Payment by the Customer is valid for a single Addon installed on a single Merchant Site.

The Addon can only be downloaded once payment has been made, and a refusal to pay will result in the cancellation of the order.

PrestaShop collects the funds paid by the Customer on behalf of the Vendors. As PrestaShop is not a payment service provider, it has no obligation to reimburse the Customer in the event of fraudulent purchases made with the Customer's bank card.

8. Claims and refunds

Any complaint relating to the operation of the PrestaShop Marketplace and any request for a refund must be made to PrestaShop via the Addons Account at the [following](#) address.

The Customer undertakes to inform PrestaShop as soon as possible in the event of poor performance of the Business Care service by the Vendor.

Complaints relating to the operation of Addons developed by Vendors will be forwarded to Vendors for processing, including as part of the Business Care service.

The Customer undertakes to use exclusively the messaging tool of his Addons Account to communicate with the Vendors and with PrestaShop.

The Customer acknowledges that he will not be able to obtain a refund of an Addon or the price of the Business Care service if the latter :

- has failed to cooperate with the Vendor or PrestaShop in connection with the After-Sales Service, the failure to cooperate being evidenced in particular, but not exclusively, by the refusal to communicate access to its Shop or the absence of a response to the Vendor or PrestaShop;
- acted or refrained from acting in such a way as to cause a deadlock in the resolution of the claim;
- has carried out specific developments, modified the code or the source files of the Addon ;

PrestaShop reserves the right to ask the Customer or the Vendor for the supporting documents necessary to determine the outcome of the refund request.

In the event of a refund request for an Addon developed by a Vendor or for the Business Care service, said request must be made by the Customer to PrestaShop. If the eligibility conditions described below are met, PrestaShop will proceed with the refund. PrestaShop reserves the right to refund by voucher on the PrestaShop Marketplace.

The Customer acknowledges that if the Addon or the Vendor is delisted from the PrestaShop Marketplace, the Customer may continue to use the Addon purchased but will no longer benefit from the Business Care services at the time of delisting. No reimbursement will be made in this respect.

Key info,

The Customer exchanges with the Vendors and PrestaShop exclusively via the messaging system of his Addons Account.

Any complaint relating to the Marketplace can be made by the Customer via the messaging system of his Addons Account at the following address: <https://addons.prestashop.com/en/contact-us>. Complaints relating to the operation of a Vendor's Addon will be forwarded to the Vendor by PrestaShop.

In the event of poor performance of the Business Care, the Customer shall notify PrestaShop as soon as possible.

No refund will be made in the event of the Customer failing to cooperate with the Vendor, in the event of the Customer blocking the request or in the event of specific developments, modification of the Addon code/source files by the Customer.

8.1 Refund of the Addon

The Customer is eligible for a refund on the Addon alone, up to one month after purchase, for one of the following reasons:

- the Addon has not been downloaded;
- the Addon malfunctions technically, provided that the Customer has first contacted the Vendor via the After-Sales Service;

The refund of an Addon entails the refund of the subscription to the Business Care service and its termination. The Customer will no longer benefit from the Business Care services and will no longer be able to download the Addon concerned from his Addons Account.

If the request concerns an Addon developed by PrestaShop, only PrestaShop is authorised to validate the request within seven working days.

Key info,

If the Addon purchased by the Customer has not been downloaded or if it presents technical malfunctions that have not been resolved despite the intervention of the After-Sales Service, the Customer has one month following the purchase to request a refund.

They will then be refunded the price of the Addon and the price of the Business Care subscription, both of which will be cancelled.

8.2 Refund of the Business Care service

Subject to the above exclusions, the Customer is eligible for reimbursement of the Business Care service for at least one of the following reasons:

- no response was received one month after the After-Sales Service request;
- no technical solution was found one month after the After-Sales Service request;
- the free and chargeable Functional Updates have not been completed within the aforementioned deadlines;

As soon as Business Care is refunded, the Customer acknowledges that he/she will no longer be able to benefit from the services linked to Business Care.

Requests sent after the expiry of the Business Care subscription will not be reimbursed.

Key info,

If the Customer has not received a response to their after-sales service request, or if no technical solution is provided one month after their request, or if the updates have not been carried out within the timeframes set out in the Business Care, they are eligible for a refund of their Business Care subscription.

If the Business Care subscription has expired at the time of the request, the Customer is not entitled to any refund.

8.3 Making the repayment

Once the refund request has been validated, PrestaShop undertakes to refund the Customer within thirty days of the refund request.

Refunds will be made exclusively by the means of payment used by the Customer to pay for the order.

Key info,

PrestaShop shall reimburse the Customer within 30 days of the Customer's request for reimbursement, using the payment method the Customer used to pay for the order.

9. Suspension and termination

9.1 Termination by the User

The User may terminate and close his Addons Account at any time, without penalty, by means of his Addons Account.

At the time of closure, the User is solely responsible for recovering and backing up the data in his/her Addons Account.

9.2 Termination by PrestaShop

PrestaShop reserves the right to suspend or terminate access to the PrestaShop Marketplace or to the Addons Account at any time, without justification or compensation.

In this case, the Customer will be informed by email or via his Addons Account. Termination will take effect thirty calendar days after notification.

In addition, PrestaShop may suspend or terminate access to the Addons Account, in particular in one of the following cases:

- use of one or more Services that is illicit, unfair or contrary to the laws and regulations in force;
- behaviour likely to damage PrestaShop's image;
- suspected payment fraud ;
- malfunction, attack or fraud attributable to the User on any of the Services;
- any breach of these GCU ;
- inactivity of the Customer for more than five years ;

At the time of closure, the User is solely responsible for recovering and backing up the data in their Addons Account.

Key info,

The User may close their Addons Account at any time.

PrestaShop may suspend or terminate the User's access to their Addons Account or to the Marketplace, with 30 calendar days notice from the notification to the User.

10. Intellectual property

10.1 No assignment of intellectual property rights

PrestaShop is the owner of the intellectual property rights relating to the PrestaShop Marketplace, in particular relating to the software platform and the graphic elements of the PrestaShop Marketplace.

The T&Cs do not transfer any property to the other party. Consequently, the Customer shall refrain from infringing in any way whatsoever the intellectual property rights held by PrestaShop or by the Vendors on the Addons.

Addons and Connectors developed by PrestaShop, Vendors or Official Partners are the exclusive property of the latter.

Key info,

The T&Cs do not transfer any property to the other party. Addons and Connectors developed by PrestaShop, Vendors or Official Partners are the exclusive property of the latter. The Customer shall refrain from infringing them.

10.2 License to use the Addons



The Customer only benefits from a simple license to use the downloaded Addons, on a non-exclusive and personal basis for the entire world and for the entire duration of the copyright. This licence is valid for a single Merchant Site only.

The Customer accepts and acknowledges that the license to use the Addons is non-transferable, except :

- (i) as part of a collaboration between a Merchant and a Technical Service Provider, the Merchant may transfer the Addon and its user license to the Technical Service Provider so that it is responsible for managing the Addon;
- (ii) as part of a collaboration between a Technical Service Provider and a Merchant, the Technical Service Provider may transfer the Addon and its user licence to the Merchant so that the latter can manage it;
- (iii) in the event of transfer of the Merchant Site.

Under these exceptions, the Addon can only be transferred if it is accepted by the beneficiary. The transfer of the Addon includes, where applicable, the Business Care service.

Once the Addon has been transferred, the Customer who initiated the transfer will no longer have access to the Addon and its management.

The Customer acknowledges and accepts that payment for an Addon is for installation and use on a single Merchant Site.

Customers with multiple Merchant Sites agree to pay PrestaShop for additional user licenses, one license per Merchant Site, by contacting PrestaShop for a quote at the [following](#) address.

Violation of the terms of this license may result, at PrestaShop's discretion, in the termination of this license for the offending Addon, and/or the deletion of the Addons Account, and/or the right for PrestaShop to refuse the subsequent download of any Addon from the PrestaShop Marketplace by the Customer concerned.

Upon termination of the license, or upon refund by PrestaShop of an Addon, the Customer must immediately cease use of the Addon concerned, destroy it and remove it from his computer system and all storage devices.

Key info,

The Customer is granted a simple license to use the Addon purchased, for a single Merchant Site. Violation of the terms of this license may result in termination by PrestaShop of the Addon, deletion of the Account and/or refusal of further purchases on the Marketplace.

After terminating the license or refunding an Addon, the Customer ceases all use of it, destroys it and removes it from his computer system.

11. Collection of data for analysis purposes

The CloudSync interface allows PrestaShop, Vendors and Official Partners to access certain data relating to Merchant Sites that have installed their Addon(s).

These data, which do not constitute personal data, relate to :

- shopping carts,
- carriers available,
- product categories,
- currencies available,
- employees (anonymised list),
- shop information (technical data),
- languages available,
- modules installed,
- manufacturers (brands available),
- orders placed,
- products available,
- stocks,
- linked shops,
- suppliers,
- taxonomies,
- themes installed,
- translations,
- anonymised lists of customer wishes.

When installing a Module or a Connector using CloudSync, the Merchant acknowledges and agrees that this information may be collected and shared with Vendors and Official Partners for analysis purposes.

12. Personal data

Information relating to the collection and processing of personal data by PrestaShop is detailed in the [Personal Data Protection Policy](#) of which the Customer must be aware.

The Merchant acknowledges and accepts that it must comply with the legislation applicable to the protection of personal data, and in particular Law no. 78-17 of 6 January 1978 known as "Informatique et Libertés" and its amendments, as well as European Regulation 2016/679 on the protection of personal data (the "**GDPR**") with regard to the customers of its Merchant Site.

For the purchase of Addons developed by Vendors, the Customer shall contact the Vendor to determine what personal data is collected and, where applicable, whether the Addon complies with regulations.

As part of the Business Care service on Addons developed by PrestaShop, the provision of After-Sales Service may require PrestaShop to access certain personal data of the Merchant Site.

Access to this personal data is governed by the personal data subcontracting agreement reproduced in Appendix 2 of the T&Cs.

Key info,

Personal data is processed by PrestaShop in accordance with the [Personal Data Protection Policy](#).

The Merchant ensures its own compliance with regulations and the compliance of Addons developed by Vendors.

PrestaShop's access to the Merchant Site's personal data in the context of Business Care or support is governed by the personal data subcontracting agreement in Appendix 2.

13. Commitments and responsibility of the Customer

Use of the PrestaShop Marketplace, downloading, configuration and use of Addons or Connectors are at the Customer's sole risk.

By using the PrestaShop Marketplace and the Addons Account, the Customer is bound by the legal and regulatory provisions in force.

Key info,

The use of the Marketplace and the purchase and use of Addons and Connectors are carried out at the sole risk of the Customer, who must comply with the regulations in force.

14. Responsibility of PrestaShop

PrestaShop gives no undertaking or warranty in relation to :

- the suitability of an Addon for the Customer's needs ;
- the use of an Addon without malfunction or anomaly, as the Addon, like any computer application, is liable to malfunction, anomaly or error;
- an increase in the Customer's turnover;
- an increase in the number of visitors to the Customer's Merchant Site;
- the quality of any After-Sales Service that the Customer may set up for its own customers;
- the continuity of the Vendors' commercial activity towards Customers.

Under no circumstances shall PrestaShop, as a technical intermediary, be liable to compensate for any direct or indirect damage, such as, but not limited to: a malfunction or permanent or temporary alteration of the Merchant Site, in particular as a result of the downloading and use of an Addon or Connector, a loss of income, a loss of clientele, damage to image or reputation, the downloading of a virus, the loss or fraudulent appropriation of data, a dispute relating to personal data collected by a Merchant, etc.

PrestaShop shall not be liable in the following cases:

- use of an Addon that has not been downloaded from the PrestaShop Marketplace and/or has not been paid for;
- failure to download Addons due to the configuration or performance of the Customer's computer or Internet connection;
- malfunction of the PrestaShop Marketplace linked to corrective or evolutionary maintenance operations of the PrestaShop Marketplace;
- downloading a Module that infringes or contravenes the legislation in force in the Customer's country;
- modification by the Customer of the Addon without the consent of its author and the holder of the related intellectual property rights;
- Failure by the Customer to use the latest updated version of the Addon ;
- failure by the Customer to provide the information necessary to resolve any difficulties that may be encountered in using an Addon or in providing the Services;
- error in entering the information given in the Addons Account;
- default by the Vendor, whether financial (bankruptcy) or physical (death).

Key info,

PrestaShop is only a technical intermediary and does not give any undertaking or guarantee as to the suitability of the Addons, the success of the Merchant Site, the proper functioning of an Addon or the quality of the After-Sales Service provided by the Vendors.

It shall not be liable to compensate for any direct or indirect damage suffered by the Customer.

15. Paid listings

Some Addons offered by Vendors on the PrestaShop Marketplace are highlighted via a paid listing. These Addons are distinguished from other Addons by their differentiated display and priority listing.

Priority listing does not guarantee the quality of the services offered.

16. Reporting illegal content

Users may report any content that is illicit or infringes intellectual property rights by completing the form available at the following address: <https://prestashop.com/signaling-illegal-content/>

17. Force majeure

PrestaShop may suspend the PrestaShop Marketplace in the event of an event beyond its control, a case of force majeure as defined by the case law of the French courts, or the act of a third party.

18. Agreement in relation to proof



The information contained (i) in the Addons Account, in particular that relating to downloads, and (ii) the correspondence exchanged between the Customer, PrestaShop or the Vendor via the messaging tool, shall be considered as having probative value between the Parties.

The Customer acknowledges, by way of agreement on evidence, the evidential value of :

- the system for counting the number of downloads;
- information communicated on the Account and ;
- exchanges between Vendors and Customers on the Account and the Middle Office;

These elements are proof of the reality of the transactions and contractual relations between the Vendors and the Customers on the one hand, and between PrestaShop and the Customers on the other hand.

Consequently, PrestaShop is the recipient of correspondence exchanged between the Customer and Vendors via the PrestaShop Marketplace messaging tool.

19. Applicable law - Competent courts

These T&Cs are governed by French law.

Any dispute arising from the interpretation or performance of these T&Cs shall be submitted, prior to any legal proceedings, to mediation by a mediator appointed by the most diligent party. If mediation is unsuccessful, the dispute will be submitted to the exclusive jurisdiction of the Paris Commercial Court.

20. Independence of the parties.

Nothing in these T&Cs is intended to create any partnership, agency, representation or subordination between PrestaShop and Customers, who remain independent of PrestaShop.

APPENDIX 1: Financial terms and conditions relating to the Business Care service offered with each purchase of Addons

I. Price of the Business Care service on the PrestaShop Marketplace

The Business Care price is set by default at forty percent (40%) of the Addon price for the entire Subscription Term.

In the event of renewal, the price of the Business Care service is set at :

- forty percent (40%) of the price of the Addon alone when the renewal takes place during the current subscription period;
- seventy percent (70%) of the price of the Addon alone when the renewal takes place after the expiry of the current subscription period. This higher price is applied for a period of 12 months only.

At the end of these 12 months, if the subscription is renewed, the price of the Business Care service for the following years will once again be set at 40% of the price of the Addon alone.

In the event of an increase in the price of an Addon, the price charged for the Business Care service will remain unchanged for Customers who purchased the Addon prior to the increase and renewed the Business Care service without interruption. However, if the service is renewed after the subscription period has expired, the increase will be applied to the price of the Addon alone in force on the renewal date.

II. Example

	1st July 2021	31 October 2021	30 June 2022	6 January 2024	6 January 2025
	Addon purchase	Cancellation request	End of subscription	Subscribe again	Tacit renewal
Addon price	49.99 €	49.99 €	49.99 €	49.99 €	49.99 €
Percentage applied to Business Care	40% of the Addon price	-	-	70% of the Addon price (40% + 30% surcharge)	40 %
Amount in € from Business Care	20.00 €	-	-	34.99 €	20.00 €
Amount to be paid exclusive of tax by the Customer	69.99 €	0 €	0 €	34.99 €	20.00 €

APPENDIX 2: Contract for the sub-processing of personal data as part of the After-Sales Service provided by PrestaShop

This agreement relating to the processing of personal data applies to the processing by PrestaShop of the personal data of users of the Customer's Shop (hereinafter the "Data") on behalf of the Customer, as part of the provision of Business Care services and in particular After-Sales Service (the "Business Care Service").

Together with the PrestaShop Marketplace Customer Terms and Conditions and the Personal Data Protection Policy, it forms the set of PrestaShop Marketplace terms and conditions of use applicable to all Customers.

Article 1. Subject

The purpose of this contract is to define the conditions under which PrestaShop - processor - undertakes to carry out, on behalf of the Customer - data controller - the data processing operations defined below.

In the context of their contractual relationship, the parties undertake to comply with the regulations in force applicable to the processing of Data and, in particular, Regulation (EU) No. 2016/679 on the protection of personal data and Law No. 78-17 of 6 January 1978 as amended "Informatique et Libertés".

Article 2. Duration of the contract

This Contract comes into force when the Customer subscribes to the Business Care Service and will end when the subscription to the service is terminated.

Article 3: Description of the treatment

PrestaShop is authorized to process on behalf of the Customer the Data necessary to provide the Business Care Service.

The processing of Data in relation to the Business Care Service consists of having access to Shop Data, having FTP access or having access to the Customer's Shop database during the provision of the Business Care Service on behalf of the Customer.

This access is necessary for PrestaShop to fulfill its contractual obligations towards the Customer and to provide the Business Care service.

The persons concerned by this processing are the Customer's customers. PrestaShop may have access to the following Data: customer identification data (surname, first name, postal address and email address, telephone number) as well as data relating to any purchases made on the Customer's site.

For the performance of the service covered by this contract, the data controller shall provide the data processor with the information required in its Personal Data Protection Policy.

Article 4. PrestaShop's obligations

4.1. Data processing

PrestaShop undertakes to :

- (i) process the data **solely for the purpose or purposes for which** it is subcontracted, as defined in article 3 of this Subcontracting Agreement.
- (ii) process the data **in accordance with the Customer's documented instructions** appended to this Agreement. If PrestaShop considers that an instruction constitutes a breach of Regulation (EU) No. 2016/679 or any other provision of Union or Member State law relating

to data protection, it shall **immediately inform** the data controller. In addition, if PrestaShop is required to transfer data to a country outside the European Union, it must inform the Customer of this legal obligation prior to processing, unless the relevant law prohibits such information on important grounds of public interest,

The instructions given by the Customer are as follows:

- for the provision of the Business Care Service,
- for Business Care Service features,
- as documented in this contract and in the PrestaShop Marketplace Customer Terms and Conditions.

The Customer is informed that he/she may send written instructions if these are consistent with the Service.

- (iii) **guarantee the confidentiality** of the Data processed under the contract. In the event that PrestaShop is legally required to disclose Data to an authority, it will inform the Customer in advance, unless the law prohibits such disclosure for reasons of public interest.
- (iv) ensure that **persons authorized to process personal data** under this contract :
 - undertake to respect the confidentiality of the Data;
 - receive the necessary training in the protection of personal data,
 - process the Data solely for the purposes of the aforementioned processing operations.
- (v) take into account, with regard to its tools, products, applications or services, the principles of **data protection by design** and **data protection by default**.

4.2 Subsequent subcontracting

PrestaShop may use another processor (hereinafter the "sub-processor") to carry out specific processing activities.

To manage and provide the Business Care service, PrestaShop uses "Zendesk" software, published by Zendesk Inc - 1019 Market Street, San Bruno, CA 94103 - USA.

PrestaShop has also subcontracted Active Contact - 2 Rue de Guinée, Tunis 1002, Tunisia, to provide level 1 service support for the Business Care Service.

In the event of subsequent subcontracting, PrestaShop shall inform the Customer of any changes concerning the addition or replacement of other subcontractors at least one month before the change, in order to give the Customer the opportunity to object to these changes.

Where PrestaShop hires another sub-contractor, PrestaShop undertakes to ensure that the same obligations are imposed on this subsequent sub-contractor as those set out in this Agreement, in relation to the protection of personal data and so that this sub-contractor meets the requirements of the aforementioned Regulation.

4.3 Data subjects

Individuals' right to information. It is the Customer's responsibility to provide information to its customers affected by the processing operations at the time the Data is collected.

Exercise of personal rights. To the extent possible, PrestaShop will assist the Customer in fulfilling its obligation to respond to requests to exercise the Customer's customer rights: right of access, rectification, erasure and objection, right to restrict processing, right to data portability, right not to be subject to an automated individual decision (including profiling).

The service is configured so that the Customer can respond to its customers' requests.

4.4 Notification of personal data breaches

PrestaShop shall notify the Customer of any personal data breach within a maximum of seventy-two (72) hours of becoming aware of it and by email. This notification shall be accompanied by any useful documentation in order to allow the Customer, if necessary, to notify the data breach to the competent data protection authority.

Where available, PrestaShop will indicate the following information:

- nature of the incident ;
- date and time the incident was reported ;
- Data affected;
- measures taken directly to limit any further damage;
- date and time the incident ended ;
- structural prevention measures for the future

4.5 Help

PrestaShop undertakes to assist the Customer, insofar as possible, in complying with its obligations with regard to the aforementioned processing operations concerning the performance of any impact analysis, the notification of data breaches and the exercise of the rights of the Customer's customers.

4.6 Data output

At the end of the Business Care Service relating to the processing of Data, PrestaShop undertakes to return all Data to the Customer or to the subcontractor designated by the Customer.

The return shall be accompanied by all existing copies present in PrestaShop's information system and shall justify the destruction in writing to the Customer, unless applicable legislation prohibits PrestaShop from destroying the Data for a certain period of time. In such a case, PrestaShop undertakes to respect the confidentiality of the Data and to archive them in order to keep them as evidence, in particular.

4.7 Documentation

PrestaShop declares that it keeps a written record of all categories of processing activities carried out on behalf of the Customer.

PrestaShop provides the data controller with the documentation necessary to demonstrate compliance with all its obligations and to enable the Customer to carry out audits.

Article 5. Obligations of the User

The Customer undertakes to :

1. document in writing any instructions concerning the processing of data by PrestaShop, if specific instructions need to be given,
2. ensure that PrestaShop complies with the obligations set out in Regulation (EU) No. 2016/679 beforehand and throughout the processing period
3. supervise processing, including carrying out audits and inspections of PrestaShop,
4. Notify the competent supervisory authority of any personal data breach subject to a legal obligation to notify.

Article 6. Safety measures

PrestaShop undertakes to implement technical and organizational measures designed to guarantee the security and confidentiality of Data against any unauthorized access, alteration, use, modification or disclosure in connection with the Business Care Service.

As such, PrestaShop employees in charge of the Business Care Service are subject to an obligation of confidentiality.

Given the state of knowledge, the costs of implementation and the nature, scope, context and purposes of the processing, PrestaShop and the Customer undertake to implement appropriate technical and organizational measures to guarantee a level of security appropriate to the risk.

The Customer is responsible for the security of their Shop at all times.

Article 7. Responsibilities

The parties acknowledge their shared responsibilities towards the Customer's customers, in accordance with Article 82 of Regulation (EU) No. 2016/679.

The Customer acknowledges that PrestaShop is only liable for damage caused by the processing if it has not complied with the obligations specific to processors in the aforementioned Regulation.