

PrestaShop Integration Fund Program

Terms and Conditions

Article 1. The organizer of the Integration Fund Program

The organizer of the PrestaShop Integration Fund Program is the limited company PrestaShop, with a capital of 317,421.15 euros, registered with the Paris Registry of Trade and Companies under the number 497 619 635 000 53, with Bruno Lévêque as Chairman and Managing Director, whose registered office is located at 12, rue d'Amsterdam – 75009 PARIS (France).

PrestaShop is the creator and publisher of an Open-source software solution, provided under a free license, enabling its users to create e-commerce websites. The basic version of this solution is freely and openly downloadable or usable in a hosted version from the PrestaShop website.

This solution has an open and modular architecture which enables each user to personalize its e-commerce website and to associate the additional features (the modules) or to select new graphic charts (the themes). The Addons are modules and themes available in the catalogue commercialized on PrestaShop's official marketplace, *PrestaShop Addons* available on <http://addons.prestashop.com>. The Addons are directly developed by the company PrestaShop and also independently by third-party developers (the Contributors).

Article 2. Purpose the Integration Fund Program

The purpose of the Integration Fund Program (the "Program") is to promote the best module projects regarding merchant matters at a local scale in different countries, and to provide a financial support to these projects.

The following categories are our priorities: Payment, Shipping, Marketplace, Administrative tools. However, projects from other categories can be submitted.

To participate in the Program, the Participants shall present their module project to PrestaShop on addons.prestashop.com/integration-fund. After validation, PrestaShop shall assess the quality of the proposed projects and award a funding to the best projects for the development of the module and its sale on *PrestaShop Addons*.

Article 3. How to participate to the Integration Fund Program

Any person who can create and develop a module matching with the Program may participate, including agencies and developers who are not yet registered on the Addons marketplace. The latter must register on the Addons marketplace for such purpose.

By registering on the Program and on the *PrestaShop Addons marketplace*, the Participants accept these *Integration Fund Program T&C's* and the *Addons General Conditions applicable to Contributors*, general conditions which apply to Contributors and which are available at this address: <http://addons.prestashop.com/en/content/26-contributors-terms>.

Starting the creation of an Addons account, the Participants will have the status of an Addons Contributor.

The Participants must not be part of the PrestaShop Company. The participation to the Program is free. Each participation is individual.

Article 4. Selection of the module project

The Program shall start on June 11th 2015. The Participants may submit their modules starting this date.

Once they are connected in their administration interface on the Addons marketplace, the Participants may submit different projects in the conditions provided by the *Addons General Conditions applicable to Contributors* and according to PrestaShop's Integration Fund requirements.

The Participants propose their project in order to follow the goals and criteria of the Program.

The best projects will be selected on the sole discretion of PrestaShop, who will evaluate the projects proposed according to several criteria:

- The module is local, i.e. specific to a localized market
- Module missing on PrestaShop Addons
- Usefulness of the module for merchants
- Innovative nature of the features
- Drafting of the product description
- Clear focus on the user experience

Once the project has been proposed to PrestaShop, it may no longer be modified. The project must first pass through the Program instructions and directives before being evaluated by the PrestaShop Team.

When PrestaShop will have selected a project, PrestaShop will send an email to the Participant. This email will inform the Participant of the funding amount awarded for the selected module.

Then, the Participant will have to confirm his participation to the Program, by accepting the funding offered by PrestaShop.

The module must be delivered in a maximum of ninety days after the acknowledgement of the selection of the project.

Article 5. The awarded funding

The amount of the funding is decided at the sole discretion of PrestaShop and is non-negotiable.

The funding will be awarded only after the delivery of the module according to the process of the Program and its validation by PrestaShop.

The amount of the funding will be registered into the Contributor's account in the Middle-office (*administration interface on PrestaShop Addons*). The Contributor will be able to send his invoices to PrestaShop and be paid of the funding through the Middle-Office, according the *Addons General Conditions applicable to Contributors*.

The module must be displayed on *PrestaShop Addons marketplace* at least forty-five days before the funding's payment. The funding will be effective only if the Contributor is actively following the *Addons General Conditions applicable to Contributors* during this period.

Article 6. The sale of the module developed via the Integration Fund Program

The Contributor is obliged to sell their module developed via the Integration Fund Program on *PrestaShop Addons marketplace* for a period of twenty-four months as from the date of the availability for sale of the module on Addons.

PrestaShop reserves the right to delist the Contributor or its module, in the conditions provided in the *Addons General Conditions applicable to Contributors*.

In case of material breach, the Contributor is aware that PrestaShop will, at its sole discretion, with a prior notice of 15 (fifteen) days, freeze the Contributor's remuneration, delist the module and request the Contributor the refund of the grant.

In accordance with the *Addons General Conditions applicable to Contributors*, PrestaShop will be remunerated for the referencing and the distribution of the modules. For the modules developed via the Integration Fund Program, the PrestaShop's commission will correspond to 70% of the selling price of the Module, until the total of the commissions reaches the amount of the funding awarded. Then, the PrestaShop's commission will correspond to 30% of the selling price of the module, in the conditions provided in the *Addons General Conditions applicable to Contributors*. All the other articles of the *Addons General Conditions applicable to Contributors*, in particular the articles concerning PrestaShop's remuneration shall apply.

Article 7. Respect of the participation conditions

The participation in the Program shall involve on the part of the Participants the full acceptance of these *Integration Fund Program T&C's* without reserve, available on the website addons.prestashop.com with a noticeable and specific link as soon as the Participants access the Program. The participation in the Program implies a loyal attitude, involving the absolute respect of the *Integration Fund Program T&C's* and the other Participants. PrestaShop reserves the right to automatically discard and without prior notice any person who fails to comply with these *Integration Fund Program T&C's*.

The Participants undertake to fill out all the obligatory fields of the entry form, the latter enabling him to be contacted in the event of selection, by providing accurate information (civil status, name, first name, email address, date of birth). The Participants certify that the information recorded in the entry form shall prove their identity. The information entered by the Participant shall commit the latter as from its validation. By participating in the Program, the Participant is informed and acknowledges that he is making available personal and commercial information to PrestaShop.

This information is necessary to ensure the successful pursuance of the Program. In accordance with the Law on IT and liberties of January 6, 1978 modified and its application decrees, the Participants have a right of access and modification to the information that is relevant to them. The Participants also have a right of opposition, for legitimate reasons, to the processing of their personal data. These rights may be exercised by sending a letter to: PrestaShop – Personal data, 12, rue d’Amsterdam – 75009 PARIS (France).

Article 8. Liability

The participation in the Program implies that the Participants have acknowledged and accepted the characteristics and the limits of the Internet. PrestaShop’s liability may not be incurred for all the inconveniences or harm inherent to the use of the Internet network and entirely extraneous to the diligence and precautions that would have been taken. In particular, any disturbance to our network or any external interference or presence of IT viruses would not be able to incur the PrestaShop’s liability. The onus is on each Participant to take all the suitable measures in order to protect his own data and/or software stored on its IT equipment against any harm. The connection of any person on the PrestaShop websites shall be made under his sole responsibility.

PrestaShop’s liability may not be incurred, generally, in the event of a force majeure or a fortuitous event beyond his control (in particular technical problems...) disturbing the organization and the management of the Integration Fund Program, in such a way that the latter would be curtailed, extended, postponed, modified or cancelled. Within the meaning of these *Integration Fund Program T&C’s*, the force majeure is perceived as any unforeseeable, insurmountable event and beyond the control of a person likely to relieve him of his liability or free him of his commitments, according to French law and its interpretation by Courts of Law.

Article 9. Intellectual and industrial property

In accordance with the *Addons General Conditions applicable to Contributors*, the participation in the Program shall not entail any transfer of ownership for the benefit of the other party. Consequently, each of the parties shall retain all of his intellectual property rights and the Contributor shall, in particular, retain the full ownership of his Addons.

In accordance with the *Addons General Conditions applicable to Contributors*, for the operational requirements of *PrestaShop Addons* and for the duration of the commercial relations between the parties, the Contributor grants to PrestaShop, on a non-exclusive basis and for free:

- All of the rights necessary for the referencing, distribution and the promotion of Addons on PrestaShop Addons, and in particular the right to carry out any IT operation for this purpose, to reproduce, represent, disseminate, distribute and promote the Addons in any form and by any recognized means;
- The right to reproduce and represent any element subject to an intellectual or industrial property right (logo, trademark, texts, images) the use of which would be required for the referencing of Addons on PrestaShop Addons;
- The right to sub-license to PrestaShop Users a non-exclusive license for the use of Addons, limited to only one e-commerce Shop and valid for the entire duration of the copyrights as soon as the Addon has been downloaded.

The financial consideration of this license is included in the Contributor's remuneration.

The Contributor is informed and accepts that this license granted to PrestaShop shall continue after the termination of the contractual relations that occurred in accordance with the stipulations of the *Addons General Conditions applicable to Contributors*.

The reproduction, representation or the exploitation of all or part of the elements of the Program are strictly prohibited, unless with the prior written approval by the PrestaShop.

Article 10. Disputes

These *Integration Fund Program T&C's* are subject to French law.

Any dispute that may arise during the Program and is unable to be settled amicably, shall be submitted to the relevant courts.