

## TERMS AND CONDITIONS FOR CONTRIBUTORS

### Preamble

PrestaShop SA is the designer and editor of an open source software solution, released under free license, allowing its Customers to create e-commerce sites in a quick and simplified way.

The basic version of this solution can be downloaded free of charge and conditions from the PrestaShop website, [www.prestashop.com](http://www.prestashop.com).

This solution is composed of an open and modulated architecture which allows each Customer to personalize his e-commerce site and add extra functionalities (Modules, as defined hereafter) or choose new commercial branding (Themes, as defined hereafter). Modules and Themes, which constitute the Addons, are marketed via the Catalogue (as defined hereafter).

Addons are developed either by PrestaShop itself, or independently, by third parties developers (Contributors, as defined hereafter).

These terms and conditions are intended to define the rights of and duties towards PrestaShop and the Contributors, in the context of the listing, distribution and promotion of their Addons.

### 1. Definitions

The terms defined hereafter shall carry, within the present terms and conditions (including this preamble), every time that they begin with an upper case letter, whether they are in the singular or the plural, the meaning that is given to them hereafter.

**Addons:** refers to the Modules and Themes developed by the Contributors or PrestaShop and offered in the Catalogue.

**Back-office:** refers to the administration interface for Customers' Shops.

**Shop:** refers to the e-commerce shop based on the Solution.

**Middle-office :** refers to the administration interface for a Contributor's account through which the Contributor can, in particular, submit their Addons to PrestaShop, see the number of downloads, respond to customer claims and send his invoices to PrestaShop.

**Catalogue:** refers to the catalogue of Addons created by the Contributors and by PrestaShop that are listed and marketed on PrestaShop Addons.

**T&C:** refers to these terms and conditions;

**Customer:** refers to any individual or company that wishes to acquire one or more Addons on PrestaShop Addons and/or benefit from the Update Service.

**Commission:** refers to the commission charged by PrestaShop for each sale of Addons/or Update Service. This commission is included in the Sales Price.

**Terms and Conditions for Customers:** refers to the conditions applicable to Customers.

**Contributor:** refers to any person other than PrestaShop listed by PrestaShop to offer their Addons on PrestaShop Addons.

**Internal control:** refers to the PrestaShop internal control process with regard to Addons, including, in particular, their compliance with Development Standards.

**Application Form:** refers to the form required to register a Contributor to PrestaShop Addons and to submit to PrestaShop for approval: their Addons, the related functional and technical documentation as well as any element needed for the distribution of Addons (logo, description, branding, etc.).

**Modules:** refers to Addons that are intended to add one or more features to the Solution, compared with the basic version.

**Development Standards:** refers to the Addons Developments Standards, available at (<http://doc.prestashop.com>), which form an integral part of this T&C.

**PrestaShop:** refers to the corporation with share capital of 308,527.95 Euros, the head office located at 55 rue Raspail, in Levallois Perret (92300), registered at the Commercial Court Registry of Nanterre under number B497 916 635.

**PrestaShop Addons:** refers to the platform for listing, marketing and downloading the Addons included in the Catalogue available at this address: <http://addons.PrestaShop.com> (or any url that may replace it).

**Catalogue Prices:** refers to the price, excluding taxes, of an Addon as approved by PrestaShop, according to the proposal of the Contributor at the time of submission of the Addon and among the prices recommended by PrestaShop, as posted on the Middle-office of PrestaShop Addons.

**Sales Prices:** refers to the price, excluding taxes, at which the Addon was sold to the Customer by PrestaShop, after any commercial discounts.

**Solution:** refers to the e-commerce Open-source solution edited by PrestaShop that is freely available on its website.

**Update Services:** refers to the Addons update services offered to Customers by Contributors or by PrestaShop for free or in exchange for payment.

**Theme:** refers to the Addons intended to offer Customers themes with personalized graphics for the Solution that do not come with its basic version.

## 2. Agreement to T&C

The use of PrestaShop Addons is subject to the Terms and Conditions that PrestaShop reserve the right to change at any time, with the changes, where required, taking effect at the time of publication on the website of PrestaShop Addons.

Full and entire assent, without reserve, is deemed to be given by the Contributor to the Terms and Conditions as soon as they tick the box "I agree to the Conditions and Terms" during the creation of their account or during any update.

Failing to tick the box shall prevent the creation of the Contributor's account and it shall not be valid, as the Contributor hereby acknowledges.

Contributors are informed that the subscription to the service is exclusively reserved for professionals, within the meaning of consumer law, who declare that they are acting in this capacity.

This declaration is crucial for contracting with PrestaShop, the Contractor's remuneration having been established in accordance with the exclusions and limitations of liability provided for in these Terms and Conditions.

## 3. Development of Addons

Contributors are solely responsible for the development of Addons.

Contributors undertake to submit to PrestaShop, via the Submission Form, only Addons that comply with Development Standards, and to make any necessary corrections, if any, to the Addons at their own expense.

Contributors also bear sole responsibility for the development of Addons and in particular their upgrade in line with different versions of the Solution.

## 4. Access to PrestaShop Addons

### 4.1 Registration

The listing of a Contributor's Addons is subject to the registration of Contributors on the PrestaShop Addons website.

Information provided by the Contributor must be accurate, complete and up to date.

The Contributor is solely responsible for maintaining the confidentiality of his login details. PrestaShop waives any responsibility in case of the use of PrestaShop Addons by a person, other than the Contributor or a person authorized by him, of his login details.

### 4.2 Submission of Addons to PrestaShop

Contributors must provide their Addons, the related documentation and description of Addons, to PrestaShop via the Submission Form, by following the specified procedure.

Upon receipt of the Addons, PrestaShop shall carry out the Internal Control and approval of the Sales Price offered by the Contributor.

According to the outcome of the Internal Control, and in order to ensure consistency of Addons offered in the Catalogue, PrestaShop reserves the right to reject the listing of an Addon. The approval or rejection shall be notified by email to the Contributor in question.

## 5. Distribution of Addons

### 5.1 Availability of PrestaShop Addons

PrestaShop shall make its best effort in order to make the download of Addons available on its website 24 hours a day and 7 days a week without interruption other than that required for curative or evolutive maintenance of PrestaShop Addons.

PrestaShop does not guarantee the Contributor an uninterrupted operation of PrestaShop Addons and Middle-office.

### 5.2 Listing of Addons

PrestaShop can freely set the conditions for referencing of the Addons in the Catalogue.

Contributors acknowledge that PrestaShop shall particularly take into account objective criteria such as number of Addons downloaded or positive or negative comments posted by Customers, to evaluate the listing of Addons in the Catalogue.

### 5.3 Temporary or permanent delisting of Contributors

In general, PrestaShop may temporarily or permanently suspend, at any time, listing of Contributors in PrestaShop Addons or any of their Addons, in order to maintain the consistency in its Catalogue in accordance with the criteria defined in Article 5.2.

PrestaShop may also (temporarily or permanently) delist a Contributor in the event of a breach of one or more of the provisions of the Terms and Conditions by the Contributor, particularly in the following cases:

- (i) Non-compliance with Development Standards by the Contributor;
- (ii) Presence of malfunctions or anomalies in the design of one or several Addons of the Contributor which may alter the functioning of the Solution or damage the image or reputation of PrestaShop.
- (iii) Presence of a virus or any other malicious code in one or more Addons of the Contributor;
- (iv) Distribution of a description of one or several Addons of the Contributor which is contrary to public order, morality, insufficient or which might

cause confusion or damage the interests or the image of PrestaShop;

- (v) Redirection by the Contributor of internet users from the PrestaShop website to other commercial or non-commercial websites promoting similar or identical products to Addons;
- (vi) Communication of insufficient or poor quality graphics by the Contributor;
- (vii) No downloads of one or more Addons of the Contributor over an uninterrupted period of two (2) months;
- (viii) Negative comments about one or several Addons of the Contributor, brought to PrestaShop or posted in the PrestaShop's forum by the Solution's user community;
- (ix) Publication or communication in public of negative statements about PrestaShop, PrestaShop Addons or another Contributor or Customer;
- (x) Non-compliance with the duties pertaining to the follow-up of Customer's claims and maintenance of Addons;
- (xi) Redirection of Client's correspondence relating to Addons to a messaging service other than that of PrestaShop Addons.

Contributors acknowledge that their delisting from PrestaShop Addons leads to the delisting of all of their Addons in the Catalogue.

#### 5.4 Marketing of Addons

Addons are marketed on PrestaShop Addons and on the Back-office of Customers' Shops pursuant to Terms and Conditions for Customer.

The Contributor declares that he has read and agreed to the Terms and Conditions for Customers.

#### 5.5 Follow-up of Customer claims and maintenance of Addons

Any Customer's claim relating to the functioning of Addons is communicated to the Contributor in question via the Middle-office.

Therefore, and in order to allow PrestaShop to guarantee and follow the processing of Customer's claims, the Contributor undertakes to (i) regularly consult the Middle-office and (ii) correspond with the Customers only via the messaging service available on the Middle-office for the processing of their claims. It is agreed that, in case the Contributor should not meet his obligations, claims shall be considered as not handled and PrestaShop shall then be free to determine future actions to be taken (in particular as regard to reimbursement of the Addons to the concerned Customer).

The Contributor undertakes to answer Customers' questions in a timely manner, and if needed, to make any necessary corrections within two (2) business days of their notification on the Middle-office.

Processing Customer claims forms part of the free customer service. Therefore, the Contributor undertakes to make any necessary corrections as regard to an anomaly at his own expense within the above-mentioned period.

PrestaShop may reimburse the Customer if his issue is not resolved within the above-mentioned period or if the Addon in question does not meet the Customer's requirements. In such cases, the Contributor shall reimburse to PrestaShop any sums paid to him for the download of the Addons in question.

## 5.6 Update Services

The Contributor is free to offer Customers Update Services for their Addons, either for free or in exchange for payment.

The Contributors who provide such a service must update the Modules or Themes that include an update option.

## 6. **Financial Terms**

The Contributor acknowledges that only PrestaShop is authorized to receive from the Customers the Payment of the Addons and Update Services Sales Price. The Contributor also acknowledges that PrestaShop may reimburse the sales.

The Contributor can directly consult the amounts received and reimbursed by Prestashop via the Middle-office's

### 6.1 PrestaShop Remuneration

The Contributor undertakes to pay Commissions (excluding taxes) for the Addons and Update Services listing and distribution as follows:

- A 30% Commission of the Addons and Update Services Sales Price for Addons and Update Services put on the market via PrestaShop Addons.
- A Commission corresponding to 50% of the Addons and Update Services Sales Price for Addons and Update Services that have a link leading to the Addons Product Information Sheet visible in the Customer Shop Back-office.

It is to be noted that links that are only shown in the Customer Shops Back office after a search has been conducted in the Back-office (only visible on Back-office after a Research) are not subject to the 50% Commission.

It is also to be noted that if there is a commercial discount or promotion on the Catalogue Price initiated by PrestaShop, the Commission will be calculated on the basis of the Sales Price. The commercial discounts and promotional actions made by PrestaShop cannot generate a discount on the Catalogue Price of more than 10%.

In any case, the PrestaShop Commission on an Addon or Update Service sale cannot be inferior to ten (10) euros taxes excluded. However, this minimum could not be respected in the case of commercial discount on a promotion on the Catalogue price initiated by PrestaShop.

### 6.2 Refund to the Contributor

PrestaShop undertakes to pay the Contributor any amounts received from the Addons or Update Services Sale, minus any reimbursements which have been made and Commission. This amount can be viewed by the Contributor on the Middle-office.

The Contributor may ask PrestaShop to pay him their remuneration only once 45 days have passed since notification of the sale in the Back-office, and if the three following conditions are met:

- PrestaShop must not have had to cancel the download;
- The total amount owed to the Contributor must be greater than or equal to one hundred (100) euros before taxes;
- The Contributor request for payment must be sent to PrestaShop within a one-year (1) period starting from the end of the forty-five (45) days period mentioned above. Otherwise, the Contributor shall be deemed to have waived the payment in question and shall not be entitled to any reimbursement.

The Contributor invoices shall be transferred to PrestaShop via the Middle-Office.

Notwithstanding the foregoing, if a Customer sends a request for reimbursement of an Addon Sales Price within the above-mentioned 45 days period, the Contributor agrees that the said invoicing period shall be suspended until the reimbursement of the said Customer comes into effect, in order to consider this reimbursement when calculating the Commission.

If a Customer requests reimbursement after the said period of 45 days, the amount reimbursed shall be deducted from the next remuneration paid to the Contributor.

## 7. References

PrestaShop is the owner of the registered trademarks labeled with the denomination "PrestaShop" and the figurative trademarks pertaining hereto.

The Contributor expressly acknowledges that he has no rights upon the PrestaShop or other Contributors trademarks and distinctive signs, especially graphics, which shall remain the exclusive property of PrestaShop or other Contributors.

The Contributor shall not make any references nor conduct any communication, promotion, advertisement mentioning or alluding to PrestaShop, to PrestaShop Addons, or to any other Contributors without prior written consent from PrestaShop or the Contributor in question.

The Contributor shall not use the PrestaShop Addons website to redirect users in any way to another website, commercial or non-commercial.

## 8. Intellectual Property

The T&C do not enact any property transfers to the gain of another party. Consequently, the intellectual property

rights of each party shall remain intact and the Contributor in particular shall remain the sole owner of his Addons.

To ensure the smooth running of PrestaShop Addons and duration of commercial relations between the parties, the Contributor grants to PrestaShop, in a non-exclusive manner and without charge:

- All the rights required for the listing, distribution and promotion of Addons on PrestaShop Addons, and, in particular, the right to carry out a computer operation for this purpose, to reproduce, represent, broadcast, distribute, and promote the Addons in any known ways and forms.
- The right to reproduce and represent any element subject to an intellectual or industrial property right (logo, branding, text, images) which would be necessary to list the Addons on PrestaShop Addons;
- The right to subcontract to Customers 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 of when the Addon is downloaded (designated hereinafter the "Customer License").

The financial compensation for the present concession is included in the remuneration of the Contributor under the provisions of article 6.2 of the T&C.

The Contributor is informed and agrees that the present license conceded to PrestaShop shall be continued after the termination of contractual relations pursuant to the provisions of article 14 of this contract, for the Customers who have ordered an Addon of the Contributor before the end of the contractual relation between PrestaShop and the Contributor concerned.

## 9. Guarantees - Warranty of quiet possession

The Contributor guarantees that the Addons perfectly comply with the Development Standard, that they do not contain any viruses or any other malicious codes, and that they comply with all the laws and regulations in force. In this respect, the Contributor shall not mention any unlawful element or any element contrary to Public order in the description of their Addons.

The Contributor declares and guarantees to PrestaShop that he is the holder of all the rights, in particular intellectual property rights, pertaining to the execution of the T&C.

In this matter, he declares and guarantees that he has taken all the usual necessary measures to ensure that he owns the rights necessary to the conclusion and execution of T&C and concluded or resolved all transfers or right licenses with all third parties that could or may have rights on the Addons, totally or partially, and that, consequently, he has all the rights and authorizations pertaining to the referencing, distribution and promotion of his Addons on PrestaShop Addons.

The Contributor declares and guarantees that the Addons do not infringe or alter any copyrights, patent, brand, or other intellectual property right belonging to a third party.

Consequently, the Contributor shall hold and fully secure PrestaShop from any conviction, fees (in particular legal fees) and related expenses possibly charged to them because of the lack of precision in their declaration and guarantees agreed to in this article.

The Contributor also shall immediately inform PrestaShop of any claim from a third party and pertaining to one of their Addons, for PrestaShop to be able to delist the litigious Addon.

## 10. Personal Data

By using PrestaShop Addons, the Contributor acknowledges that he is making available to PrestaShop S.A his personal and commercial data. The data collected during the use of PrestaShop Addons are subject to automated data processing which has been subject to a statement before the National Commission for Data Protection on November 21, 2008 under the number 1331285. The aim is to enable PrestaShop to manage the platform, respond to the Contributor's requests and orders and to personalize the offers made to Contributors. Pursuant to the amended Law No. 78-17 on IT and Privacy of January 6<sup>th</sup> 1978 and its application decrees, the Contributor disposes of a right to access and modify the information concerning him/her that has been collected by PrestaShop S.A, and a right of opposition so that his/her personal data is not subject to commercial prospecting or processing.

These rights may be exercised at the following address [legal@prestashop.com](mailto:legal@prestashop.com) or by sending a letter to the Company: PRESTASHOP S.A - Personal Data Complaints Department, 55, rue Raspail, 92300 Levallois-Perret (France).

The Contributor is also informed and accepts that his personal data may be communicated to commercial partners for commercial prospection purposes as the case may be.

Finally, the Contributor accepts that PrestaShop S.A may be obliged, in accordance with its legal obligations, to disclose personal data concerning him in the context of legal proceedings (judicial requisitions, etc.).

## 11. Liability

The Contributor accepts full liability for any damage resulting from the use of any Addons by PrestaShop or a Customer. Consequently, the Contributor undertakes to ensure that PrestaShop shall not be convicted or have to pay charges for damages incurred by a Customer following the use of his Addons.

In no case, PrestaShop shall be held liable to repair a damage of an indirect nature, including but not limited to: loss of income, loss of Customers, damage to image or reputation, or a decreasing number of the Contributor's Addons being downloaded, etc.

**In any event and whatever the reason hereof, the liability that PrestaShop may incur for whatever reason in relation to the referencing, the distribution or promotion of Addons, may not, except in case of willful misrepresentation or gross negligence, exceed 15% of the total amount invoiced by the Contributor to PrestaShop during the last 12 months prior to the event giving rise to the incurring of the liability of PrestaShop.**

## **12. Commitment against counterfeit**

In a global approach for the combat against counterfeit on the Internet, the Client undertakes to ensure that the content of his Shop is in compliance with the applicable legislation, not to harm third party rights, and not to offer for sale counterfeit goods. He declares that he is not the subject of any infringement action or otherwise. The liability of the company PrestaShop may not be incurred in the event of sale of the objects that are the result of the counterfeit by one of its Clients.

## **13. Force majeure**

PrestaShop may suspend PrestaShop Addons if an event independent from its control occurs, or in a case of force majeure or due to a third party act.

It is agreed that legal and statutory changes, fires, storms, floods, strikes in or outside of PrestaShop, diseases, electrical surges and shocks, cooling system and IT equipment failure, bottlenecks and slowdowns of electronic communication networks, bugging and hacking, and more generally any event that cannot be foreseen and that

goes beyond PrestaShop's control shall be deemed cases of force majeure.

## **14. Termination**

Each party shall be entitled to send the other a written notification of the termination of contractual relations with a period of one (1) month's notice.

In case of serious or repeated non-compliance with their duties, PrestaShop may unilaterally and without notice terminate the contractual relations, without owing any compensation to the Contributor, by addressing him a formal notice by registered post with receipt of delivery.

## **15. Consequences resulting from the end of contractual relations between PrestaShop and the Contributor**

Pursuant to article 14 hereof, if the contractual relations are terminated, PrestaShop agrees to (i) delist the Addons of the Contributor on PrestaShop Addons, (ii) and cease the diffusion of Addons on the Customer PrestaShop Shops Back-offices.

However, the Contributor acknowledges that:

- The Customer may keep using the Addon complying with the terms of the Customer License and regardless of the termination of the contractual relations with PrestaShop;
- Pursuant to article 9 hereof, the Addons remain available to download for the Customers who placed an order before the termination of the contractual relations between PrestaShop and the Contributor.

By exception to the provisions of article 6 and in order to enable the parties to clear the accounts, the Contributor shall not require that PrestaShop pay them the



remuneration still owed on the day of the termination only after a period of 3 (three) months following the written notice of the end of the contractual relations.

## 16. Agreement on evidence

The Contributor acknowledges, according to the agreement on evidence, the probative value of:

- The number of downloading accounting system
- Information communicated via on the Middle-office
- Exchanges between Contributors and Customers on the Middle-office

These elements are a proof of the transactions and contractual relations between, on one hand the Contributors and Customers, and, on the other hand, between PrestaShop and the Contributor.

Consequently, the Contributor is informed and agrees that PrestaShop shall be copied into the emails exchanged between the Contributor and Customers via the PrestaShop Addons messaging service.

## 17. Governing Law - Jurisdiction

The T&C are exclusively governed by French law. In case of differing interpretations or translations, only the French version shall be valid.

**IN THE EVENT OF A CLAIM FALLING UNDER THE RELEVANCE OF THE COMMERCIAL JURISDICTION, ANY CLAIM PERTAINING TO VALIDITY, INTERPRETATION AND EXECUTION OF THE T&C SHALL FALL UNDER THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF NANTERRE, NOTWITHSTANDING MULTIPLE RESPONDENTS OR THIRD PARTY APPEALS.**