

TERMS AND CONDITIONS FOR PRESTASHOP SUPPORT
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Preamble

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

The basic version of this solution can be downloaded free of charge from the PrestaShop website www.prestashop.com.

This solution is composed of an open and modulated architecture which allows each user to personalize his e-commerce site and add extra functionalities.

PrestaShop S.A offers paid services of assistance and maintenance relating to the solution.

These services, which are exclusively reserved for professionals, are distributed on the website www.addons.prestashop.com.

Customer, as defined hereinafter, who decides to subscribe to an offer of Support, has to click on "Add to basket".

These terms and conditions of use define the right and obligations of the Parties for the furniture of services of Support ordered by Customer.

These general terms and conditions are available in French. However, in the event of inconsistencies or contradictions between the French version and translations of this document, the French version shall prevail.

Article 1: Definitions

The terms defined hereafter shall carry, within the T&Cs (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.

Account: refers to the exclusive space made available to Customer to enable him to manage his Account and submit his Intervention Ticket.

Additional Intervention Ticket: refers to the request for an Intervention Ticket after reaching the Ticket Limit.

Appendix: refers to an Appendix of the T&Cs.

Business Hour: refers to Monday to Friday (except public holiday), from 9 am to 6 pm (GTM +1).

Customer: refers to any natural or legal person who has placed the Order for the purposes of his professional activity, whose details are given in the Account.

Intervention Ticket: refers to the Customer's request to obtain Support on a given subject.

Order: refers to the order online by the Customer to benefit from Support.

Parties: refers to PrestaShop and Customer, and individually, one of them.

PrestaShop S.A.: Refers to the corporation with share capital of 322 451.55 Euros, with the head office located at 12, rue d'Amsterdam, in Paris (FRANCE), registered at the Trade and Companies Registry of Paris under number B 497 916 635.

Price: refers to the cost of the Support as fixed in the offer selected by the Customer, object of the Order.

Scope of Intervention: refers to Appendix 1, describing the services include in the Support.

Starter Pack: refers to a set of Support services intended to enable the Customer's Store to

start its activities, in accordance with the terms of the Scope of Intervention.

Store: Refers to the e-commerce store based on the Solution.

Store Installation: refers to a specific Support service aimed at installing a Store on behalf of the Customer, in accordance with the terms of the Scope of Intervention.

Support: refers to the assistance and maintenance services subscribed by the Customer as part of a Store Installation, Starter Pack, Support Plan or other Support service covered by the Order, these services being defined restrictively in Appendix 1.

Support Period: refers to the period during which PrestaShop S.A. will be required to provide Support, upon submission of a Customer Intervention Ticket, as part of the Support Plan.

Support Plan: refers to the Support services including a Support Period, Time Limit, Ticket Limit, as detailed in the Scope of Intervention.

T&Cs: Refers to these terms and conditions.

Ticket Limit: refers to maximum number of Intervention Ticket that may be submitted by the Customer for each calendar month of the Support Period, as detailed in the offer selected by the Customer.

Time Limit: refers to the maximum number of hours of Support that may be requested by the Customer, as detailed in the offer selected by Customer.

Article 2: Purpose

The purpose of these T&Cs is to define the right and obligations of the Parties for the furniture of services of Support.

Customers are informed that the use of the Support is exclusively reserved for professionals within the meaning of consumer

law, and declare that they are acting in this capacity.

This declaration is crucial for contracting with PrestaShop, the Price of the Support having been established in accordance with the exclusions and limitations of liability provided for in these T&Cs.

By ticking the box *"I accept the terms and conditions"* when a Customer placed an Order, the Customer is deemed to have read and accepted these T&Cs.

Failing to tick the box shall prevent the subscription to a Support service and it shall not be valid, as the Customer hereby acknowledges.

Article 3: Modification of the T&Cs

These T&Cs may be amended by PrestaShop at any time, without prior notice, the modifications taking effect as soon as they are published on the website <https://addons.prestashop.com> will apply to any new Order or renewal after their entry into force.

Article 4: Submission of Intervention Ticket

Intervention Ticket may only be submitted during the Support Period and cannot exceed the Ticket Limit or Time Limit.

Failure by the Customer to reach the Ticket Limit or Time Limit during the Support Period will not result in any refund, credit or carry-over to a later period, which the Customer accepts.

To qualify for Support, Intervention Tickets must be submitted by the Customer exclusively from his Account, using the functionalities provided for this purpose.

In the event that the Ticket Limit is reached before the end of the Support Period, the Customer may request Additional Intervention Tickets, the Prices of which will be fixed in the offer selected by the Customer.

Article 5: Provision of Support

PrestaShop S.A. commits to provide the Support to the Customer during the Business Hour exclusively, when Customer submit an Intervention Ticket, in respect with (i) the Scope of Intervention, (ii) the Time Limit and (iii) the Ticket Limit, as detailed in the offer selected by Customer.

The time limit for taking an intervention into account is a maximum of 72 working hours.

Any hour of Support started will be counted as a full hour, even if the actual time of providing Support is less.

By express agreement, PrestaShop S.A.'s obligation to provide Support is considered as an obligation of means, PrestaShop S.A. undertakes to make its best efforts to address the need or difficulty expressed by the Customer in the Intervention Ticket, without any guarantee of result.

Article 6: Specificities regarding migration request

Customer acknowledges and accepts that, in order to realize the migration, PrestaShop S.A. may suspend the Store during a maximum period of five (5) business days.

Customer may contact PrestaShop S.A. within five (5) business day following the completed migration for any question related to it. Nevertheless, these requests will not be taken into account if a theme or module has been purchased during the migration process.

Customer acknowledges that he must choose a hosting that is commensurate with the requested migration. PrestaShop cannot be held responsible for the choice of the Customer's hosting for the migration.

Article 7: Customer cooperation

Customer undertakes to provide PrestaShop S.A with all the cooperation necessary for the processing of Intervention Ticket and Support

Plan, which may require the provision availability of remote access to the hosting and administration environment of the Customer's Store.

Article 8: Customer data

Customer commits to provide all document and information detailed in Appendix 2.

Customer undertakes to provide accurate and up-to-date data. Data provided to PrestaShop will be deemed accurate.

Customer is solely responsible for the back-up and the protection of his data and, therefore undertakes to take all necessary and appropriate measures to preserve the integrity of its data before and after any intervention by PrestaShop S.A., and in general throughout the duration of the provision of the Support.

Back-ups carried out by PrestaShop S.A. as part of the Store migration are kept during forty-eight (48) hours, two (2) calendar days.

When the data has been transferred to PrestaShop by email, PrestaShop will delete the latter as soon as the Intervention Ticket is closed.

The Customer undertakes to modify his passwords and access at the end of the Intervention Ticket, whether the data is transmitted to PrestaShop by email or in an Intervention Ticket. PrestaShop cannot be held responsible for this.

Article 8: Financial Condition

Unless otherwise agreed between Customer and PrestaShop, the payment of the Support price, increased, where applicable, by VAT, must be made by the Customer, at the time the Order is placed by means of an online payment on the website <https://addons.prestashop.com> (credit card, PayPal or bank transfer) and can apply to one Store only.

The purchase of any Additional International Ticket must be paid immediately on <https://addons.prestashop.com>.

Any invoice that remains unpaid at its due date shall give rise to interest for lateness under the conditions provided in Article L. 441-6 of the French Commercial Code.

Reject of the payment, for any reason whatsoever, may result in the suspension the provision of the Support or its termination.

The Company reserves the right to block a transaction for the time required to carry out anti-fraud checks.

Any request for support services not included in the Support shall be subject to a prior estimate duly accepted by the Customer and PrestaShop S.A.

Article 10: Liability

The liability that PrestaShop may incur, for any reason whatsoever in connection with the Support, may not, except in the case of fraud or gross negligence, exceed the total amount of the Order.

Under no circumstance, PrestaShop shall be held liable to repair a damage of an indirect nature, including but not limited to: a loss of income, a loss of customers, undermining of its image or reputation, downloading of a virus, loss or fraudulent appropriation of data, etc.

The Customer must check the completeness and conformity of the information provided to the Company when placing the order, notably the invoice address. The Company shall not be held responsible for any errors and resulting consequences.

In addition to the above, PrestaShop S.A.'s liability will also be excluded if it originates in:

- the configuration of the hosting environment of the Customer's Store;

- the use by the Customer of a version other than the latest updated version of the PrestaShop solution;
- a failure of the Customer to cooperate in the processing of an Intervention Ticket;
- a loss of data, a virus or hacking, a slowdown in the operation or interruption of service of the Customer's Store;
- the provision of incorrect information by the Customer;
- and more generally a circumstance attributable to the Customer or one of its service providers other than PrestaShop.

Article 11. Force majeure event

PrestaShop may suspend the furniture of the Support 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.

Article 12: End of Support Period

The Support Period will end on the earlier of (i) reaching the Hour Limit (ii) or (ii) twelve (12) months following the Order.

The Customer has the possibility to subscribe a new Support Plan on the website <https://addons.prestashop.com>.

The provision of the Support is, in all circumstances, subject to the effective payment of its price.

Given the nature of the Support service, each Intervention Ticket will be archived and then deleted after a period of five (5) years.

Article 13: Termination

PrestaShop S.A. may unilaterally terminate the Support without notice, by notification to the Customer by any means and without further formality, in one of the following cases:

- failure of the Customer to pay the Support price;
- violation by the Customer of its obligation not to solicit personnel;
- diffusion by the Customer of disparaging comments against PrestaShop S.A. or its solution;
- Provision of incorrect information by the Customer.

Termination of Support for any of these reasons will not result in any refund to the Customer.

It is specified as necessary that this clause excludes the need for PrestaShop S.A. to have the termination pronounced by court.

Article 14: Intellectual Property

“PRESTASHOP” is a trademark registered in France, European Union and internationally.

The T&Cs does not allow for any transfer of ownership in favor of the other party, even considering the right that may be born when providing the Support.

PrestaShop is the holder of the intellectual property rights relating to PrestaShop’s software.

The utilization of the Support does not allow any transfer of intellectual property rights. Consequently, the Customer undertakes not to harm in any way whatsoever the intellectual property rights held by PrestaShop

Sanctions for infringement of intellectual property rights

In the event of a violation by the Customer of the intellectual property rights of PrestaShop S.A. or a third party, notified to PrestaShop S.A. under the legal conditions in force, the latter reserves the right to unilaterally terminate the

Support within one (1) month from the date of sending a notification by email to the Customer.

These actions are exclusive of any compensation.

Article 15: Combat against counterfeit

In a global approach for the combat against counterfeit on the Internet, the Customer undertakes to ensure that the content of his website is in compliance with the applicable legislation, not to harm third party rights, in particular their copyright and trademark 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 PrestaShop may not be incurred in the event of sale of the objects that are the result of the counterfeit by one of its customers.

Article 16: Personal Data

The information regarding collection and processing of personal data are detailed in our Personal Data Protection Policy, available [here](#).

Article 17: Confidentiality

Subject to the Article "Personal Data", PrestaShop S.A. and the Customer mutually undertake to keep confidential all information and work provided to the other Party in the context of the provision of the Support, and undertake not to disclose it to any third party, other than employees or agents who need to know it, and to use this information only for the purpose of fulfilling their respective obligations under these T&Cs.

Article 18: Non-solicitation of personnel.

Customer undertakes, throughout the entire Support Period and up until the end of a twelve (12) months period from the termination of the Support, to not make any offer of hire, or hire, a member of PrestaShop.

If the Customer does not comply with this obligation, he must pay to PrestaShop, by way of contractual compensation, a sum equal to the hired person's gross annual compensation for two years.

Article 19: Agreement on evidence

The information that is listed in the Customer's Account or email, in particular relating to Intervention Ticket and the time of furniture of the Support, will have probative value.

Customer authorizes PrestaShop S.A., subject to compliance with its obligation of confidentiality, to record any information relevant to the preservation and the establishment of such evidence.

Article 20: Commercial references

The Customer authorizes PrestaShop S.A. to quote it in its commercial references and in particular on its website, for promotional purposes. The Customer may object to this quotation by making an express request.

Article 21: Miscellaneous

No waiver

The fact that either of the parties is not required to enforce one of the provisions of these T&Cs cannot be construed as a waiver of said clause

Completeness of consent

No modification or addition to any of the provisions of the T&Cs by the Customer shall be binding on PrestaShop S.A. unless it has been accepted by a written amendment signed by a duly authorized representative of PrestaShop S.A.

Partial invalidity

In the event that, for any reason, all or part of these T&Cs should be canceled, the other provisions shall remain in full force, except if

that clause declared void concerning the essential obligation of the contract.

Governing Law – Jurisdiction

The T&C are exclusively governed by French law.

Any dispute which may arise from the interpretation or performance hereof or which could be the continuation or consequence, shall prior to any court or arbitration proceedings, be subject to mediation by a mediator referred to by the more diligent party. If the mediation is unsuccessful, the dispute shall be subject to the exclusive jurisdiction of the Paris commercial court, notwithstanding multiple respondents or third party appeals.

Appendix 1: SCOPE OF INTERVENTION OF THE SUPPORT

1. *The Support services include:*

- Unlocking the Customer, on the back-office side and when setting up their Store
- Email problems (emails not received by Customers or their own customers)
- Display problems (Front-Office side)
- Native module installations
- The installation of Addons PrestaShop modules (without serenity options)
- Theme installations (on a basic shop with the basic theme) - Only themes certified by PrestaShop are supported
- Version updates
- The identical migration of a PrestaShop store hosted on OVH or 1&1 to the host of the Customer's choice
- Migrating from a PrestaShop Ready store to PrestaShop Download
- The installation of the PrestaShop software - subject to the provision of the documents and information mentioned in Appendix 2:
 - o FTP access retrieval or generation
 - o Recovery of database access or database generation
 - o Transferring files to the server
 - o Installation of the Boutique
 - o Function test of the Front and Back Office Store
 - o Creation of the Employee Account for the Customer
 - o Deletion of the PrestaShop Account

The service is provided on the basis of the following hosting (shared and dedicated): 1and1, Amen, Online and OVH.

2. *The Support services do not include:*

- Intervention on versions of the PrestaShop software under development
- Interventions on PrestaShop software whose core has been modified by the Customer
- The specific developments that the Customer wishes to add
- The creation of a graphic charter or a theme
- Repair of source files modified by the Customer
- The installation of community Addons modules not developed by PrestaShop
- The resolution of anomalies on modules not developed by PrestaShop
- Support on non-reproducible anomalies
- On-site travel
- Store audits except in the context of subscribed options (performance audit and SEO audit)
- Answers to functional questions about the use of PrestaShop software

3. *For a Store Installation, the following are not including:*

- The installation of a theme other than the base theme, except for the installation of a theme purchased as part of the Starter Pack,
- Conveyor configuration
- Importing or creating the catalogue
- Configuration of native modules

- Configuration of payment methods
- Hosting the Online Store
- The purchase of the domain name
- The referencing of the Store

Appendix 2: INFORMATION CUSTOMER MUST PROVIDE TO PRESTASHOP

In order to obtain Support, Customer must, in the first place, provide PrestaShop S.A, the following information:

- Manager Access
- A domain name
- An Apache 1.3, Apache 2.x, Nginx or Microsoft IIS web server
- PHP 5.1+ Activation
- MySQL 5.0+ installation
- Database created.
- FTP server access
- PHP extensions enabled: GD, cURL, SimpleXML, SOAP

Within the specific framework of the Starter Pack, the Customer must provide his banking information to PrestaShop in order to allow the installation of the payment module.