

## GENERAL TERMS AND CONDITIONS FOR ADDONS CUSTOMERS

### Preamble

PrestaShop SA is the designer and editor of an open source software solution, released under free license (Open Software Licence [OSL-3.0](#)), 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 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 party developers (Contributors, as defined hereafter).

The purpose of these general conditions is to define the rights and obligations applicable to Customers who use its Marketplace to purchase Addons or Services (as defined below) sold by Contributors or by PrestaShop (as defined below).

These CUSTOMERS T&Cs are intended for professionals acting exclusively for purposes that fall within the scope of their professional activity. It is expressly recalled that the CUSTOMERS T&Cs are only applicable to sales made to a professional buyer who acts for purposes that fall within the scope of his professional activity, and therefore no right of withdrawal exists for his benefit.

Together with the [Personal Data Protection Policy](#), these constitute the whole terms and conditions of use.

These general terms and conditions are available in French and other languages.

However, in the event of inconsistencies or contradictions between the French version and translations of this document, the French version prevails.

### 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.

**Account:** Refers to the exclusive space made available to the Customer to enable him to download the Addons purchased, access his personal information and purchase history on PrestaShop Addons, his payments and invoices and his requests for support.

**Addons:** Refers to the Modules and Themes listed and offered for sale on the site PrestaShop Addons.

**After-Sales Service (ASS):** Refers to the service provided by a Contributor or PrestaShop to Customers who have purchased one of its Addons.

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

**Connectors:** Means the interface enabling access to the services offered by official Partners.

**Contributor:** Refers to any person other than PrestaShop who has developed one or several Addons.

**Customer:** Refers to any individual or company, Merchant or Technical provider acting on behalf of a Merchant that wishes to acquire, within his professional activity, one or more Addons on PrestaShop Addons and/or benefit from the Services.

**Maintenance:** specific maintenance operation and technical restoration of the Addon to its operational state.

**Merchant:** Individual or company acting in a professional capacity and using the Solution to develop a Store.

**Minor up-date:** generic technical update for security and debugging.

**Major up-date:** addition of a new feature or level upgrade of a new version of the Addon.

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

**Multi-store:** Refers to the function that enables users of the Solution to manage several Stores from the back-office of one single store.

**Packs:** Means the purchase of one or several Modules sold together and identified as such on PrestaShop Addons.

**Partners:** Means the companies identified as such on PrestaShop Addons, who offer third party services that can be used by Merchants who subscribe to them and, if necessary, download the Connectors enabling their use.

**PrestaShop:** Refers to the corporation with share capital of 339 227,10 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.

**PrestaShop Addons:** Refers to the platform for listing, marketing and downloading the Addons included in the Catalogue available at this address: [www.prestashop.com](http://www.prestashop.com) (or any url that may replace it).

**Services:** Refers to the installation and configuration services (excluding the settings) in return for financial consideration or free of charge, or Updates of Addons proposed by PrestaShop or the Contributors on their respective Addons.

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

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

**Technical provider:** Individual or company acting in a professional capacity and using the Solution to develop a Store on behalf of a Merchant.

**T&Cs:** Refers to these terms and conditions.

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

**Zen Option:** Refers to the option of major Updates and Maintenance that may be proposed to the Customer in return for financial consideration, upon the purchase of an Addon by the Contributors with the status of Conqueror, Captain and Superhero.

## 2. Acceptance of Terms and Conditions

The use of PrestaShop Addons is subject to the Terms and Conditions that PrestaShop reserves the right to unilaterally change at any time. The modifications shall become effective and are applicable as from their publication on the PrestaShop Addons site, except for the current downloads.

By ticking the box "*I accept the terms and conditions*" when a person creates an account or during any update, the Customer is deemed to have read and accepted these Terms and Conditions which shall be applicable and which he must comply with.

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

Customers are informed that the use of PrestaShop Addons and the order of Addons and Services is exclusively reserved for professionals, adults or emancipated (within

the meaning of consumer law), and 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.

As a professional acting for purposes that fall within his commercial, industrial, artisanal or self-employed activity, the Customer acknowledges that he does not have the right of withdrawal which is for the sole benefit of the consumers within the meaning of the Consumption Code. At the time of downloading Addons, the Customer acknowledges that he does not benefit from an option to withdraw on the digital content downloaded as soon as the download has started.

### **3. Availability of PrestaShop Addons**

PrestaShop shall make its best efforts to make the download of Addons accessible from its website 24 hours a day and 7 days a week, without interruption other than that required for the curative and evolving maintenance of PrestaShop Addons.

The Customer's attention is specifically drawn to the fact that the PrestaShop Addons is, like any website, and more generally like any IT application, likely to suffer malfunctions, anomalies, errors or interruptions.

PrestaShop provides no specific guarantees to the Customer regarding the uninterrupted operation of PrestaShop Addons and the Account.

PrestaShop accepts no performance obligations in terms of service levels, whether for time to service or fix. In this regard, PrestaShop accepts only a best efforts obligation.

PrestaShop cannot guarantee that a fix can be found for reported incidents and issues.

### **4. Access to PrestaShop Addons**

The use of PrestaShop Addons is reserved for people acting on a professional basis, for purposes that fall within their commercial, industrial, artisanal or self-employed activity, individuals of legal age or emancipated minors, who have full legal capacity.

In order to download Addons, the Customer must first register on the PrestaShop Addons website, following the procedure that is indicated for this purpose.

The registration on PrestaShop Addons website is free and without any obligation to purchase.

The Customer is solely responsible for maintaining the confidentiality of his login details. He is deemed to be the only person to have and to use them. 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, who has his login details.

### **5. Download of Addons**

The Customer may consult the functionalities of Addons on PrestaShop Addons. For further information, the Customer may contact PrestaShop by using the link: <https://addons.prestashop.com/en/contact-us>

The PrestaShop Company is not obliged to advise the Customer with regard to the suitability of an Addon for his needs, for which the Customer acknowledges to have been informed and has accepted.

PrestaShop does not undertake any commitment nor does it grant any guarantee, in particular relating to:

- the suitability of an Addon for the Customer's needs;
- the use without any malfunction or anomaly of an Addon as, like any IT application, it is likely to be affected by malfunctions, anomalies or errors;

- the increase in the Customer's turnover;
- the increase in the number of visitors on the Customer's Store;
- the quality of any after-sales service which the Customer may set up for its own customers.

## 6. Payment

The Customer who wishes to download an Addon clicks on "Add to basket". The Customer may add several Addons to his basket. For Addons packs, the Customer pays for one product in his shopping cart. The price of each Addons is detailed on the invoice of the pack's purchase.

The prices may be indicated in several currencies on the Addons File and is exclusive of taxes. Special offers can be promoted on Addons and discounts can be granted to the Customer.

The Customer is informed that several promotional codes cannot be combined with each other.

The Customer then completes his order by clicking on "Order" and may pay the price of the selected Addons with a view to their download by using the means of payment proposed on PrestaShop Addons.

The Customer may only download the Addons ordered upon completion of their payment.

If the payment is rejected, for any reason whatsoever, the order will automatically be cancelled, for which the Customer will be informed.

PrestaShop reserves the right to freeze a payment in order to make any verifications required by the law, in particular, concerning money laundering.

PrestaShop reserves the right to freeze the download of an Addon if it suspects that there is a risk of fraudulent payment in order to proceed with the payment verifications.

PrestaShop processes the Customer's payment. When the purchased Addon is one offered by a Contributor, PrestaShop then transfers the payment to the Contributor in accordance with the payment establishment certification granted to PrestaShop by ACPR (the French Prudential Supervision and Resolution Authority).

PrestaShop is not a payment service provider but an establishment that holds an exemption.

The Customer may consult the history of his downloads and his invoices on his Account.

## 7. Services

Complementary Services may be offered during the purchase of an Addon. Their terms of enforcement (in particular, price and deadlines) are listed on PrestaShop Addons. The provision of an ASS is assured free of charge for a period of ninety (90) days following the purchase of an Addon concerned by said Service, in accordance with article 7. It is understood that the ASS provided is solely technical and does not cover the third-party services generated by the Addon or for which it plays an intermediation role with the Customer.

### a) Minor Updates

The minor Updates of the Addon available on its purchase date and subsequent thereto are freely provided to the Customer by the Contributor, without limit of duration. The purpose of the minor Updates is to correct the technical defects and generic security defaults as well as making the Addon compatible with subsequent minor versions of the Solution. Subject to being proposed by the Contributor, the minor Updates may include functional additions.

Beyond this period, the Customer may subscribe to an ASS offer in return for financial consideration when this is offered (case of the Zen Option), with the minor Update service remaining free of charge and unlimited in duration.

b) Updates in return for financial consideration: Zen Option

The purchase of the Zen Option enables the Customer to benefit from an ASS for a period of 12 (twelve) months renewable as from the date of purchase of the Addon or a Pack. A Zen Option is valid only for one Addon, including in the case whereby several Addons would be purchased from the same Contributor.

The Zen Option includes the minor and major Updates for the Addon, accompanied by a Maintenance Service. In accordance with the foregoing, the Zen Option is not characterized by specific developments, personalized on request and customized for the Customer or its Boutique. It does not include the Module Update the purpose of which is the compatibility with a new version of the software and does not constitute an extension for the reimbursement period of the Addon.

The major Updates may enable the addition of new features, the improvement of interfaces and an optimization of performance by the partial or complete re-writing of the Addon IT code.

The ASS of the Zen Option includes minor and major Update Services for the Addon, along with a Maintenance Service.

The Zen Option only concerns the Modules and Themes: the support plans and training sold on Addons may not be accompanied by a Zen Option, even if they are included in a Pack. The Customer acknowledges that the Zen Option does not include:

- an extension of the guarantee of the Addon;
- a modification of the terms of reimbursement provided in paragraph 9 of these T&Cs;
- a specific development or personalized technique service, customized and upon request for the benefit of the Customer for its Module or Boutique;

- an unlimited support service for any type of request 24 hours/7 days;
- a compatibility update of the Addon with a new version of the software.

The performance of the Zen Option is exclusively assured by the Contributor, after discussions with the Customer on the dedicated interface for PrestaShop Addons, in accordance with article 10 below. It is carried out in the language(s) mentioned on the product form. It does not include telephone conversations.

The Customer undertakes to apprise PrestaShop as soon as possible in the event of improper performance of the Zen Option by the Contributor.

## 8. Fee-based referencing

Certain Addons and Services proposed by the Contributors on the PrestaShop Addons marketplace are subject to a reference on the platform, via fee-based referencing. This shall be differentiated from the other Addons by a differentiated display and a priority referencing. The priority referencing does not guarantee the quality of the services offered, which the Customer acknowledges and accepts.

## 9. Claims

Any claim relating to the operating of PrestaShop Addons or the Addons must be made, within a period of ninety (90) days following the download of the Addon in question, to PrestaShop via the Customer Account at the following address:

<https://addons.prestashop.com/en/contact-us>

The claims relating to the operating of Addons developed by the Contributors will be provided to the latter, in order for them to process them, including in the context of fee-based After Sales Services. A messaging tool is made available by PrestaShop for this purpose and the Customer undertakes to use this tool exclusively for its exchanges with the

Contributors and PrestaShop, with a view to processing his claim.

Any request for reimbursement must be sent to PrestaShop, within a period of two (2) months following the download of the Addon in question, by using the form provided at the following address  
<https://addons.prestashop.com/en/contact-us>

In the event whereby the Addon would be accompanied by a Zen Option, the latter must be mentioned in the reimbursement request. In the event whereby the request concerns an Addon developed by PrestaShop, only PrestaShop is empowered to validate this request within a period of 7 (seven) working days.

In the event whereby a reimbursement request would be formulated for an Addon developed by a Contributor, said request shall be submitted for the Contributor's validation prior to being submitted to PrestaShop for validation. A refund claim is not possible for Addons packs, only for each of the Addons of the pack if one of them is defective.

Once the request for reimbursement has been validated, PrestaShop undertakes to reimburse the Customer within 30 days following the request for reimbursement. The reimbursement is exclusively made by the means of payment used when making the order.

Any request sent after the period of two (2) months mentioned above shall not enable a reimbursement.

## 10. Intellectual Property

**PrestaShop is the holder of the intellectual property rights pertaining to PrestaShop Addons, in particular relating to the software platform and the graphic elements of PrestaShop Addons.**

The Terms and Conditions does not allow for any transfer of ownership in favor of the other party. Consequently, the Customer undertakes not to harm in any way whatsoever the intellectual property rights held by PrestaShop or by the Contributors on the Addons.

The Customer only benefits from a simple license of use of the Addons downloaded, which is non-exclusive, personal, globally, and for the entire duration of the copyright. This license is valid for only one Store.

Customer accepts and acknowledges that the Addons license of use is not-transferable, except:

- (i) As part of a collaboration between a Merchant and a Technical provider, the Merchant transfers the Addon and its license of use to the Technical provider so that he can manage the Addon ;
- (ii) As part of a collaboration between a Technical provider and a Merchant, the Technical provider transfers the Addon and the license of use to the Merchant so that he can manage the Addon; or
- (iii) When a Merchant Store is transferred.

Under these exceptions, an Addon cannot be transferred unless it is accepted by the recipient.

An Addon transfer includes technical support and the Zen Option, when appropriate.

Once the Addon has been transferred, the transferring Customer can no longer access or manage the Addon.

Customer may not under any circumstance distribute, license or make use in any way whatsoever of the Addons and any element that is attached (such as, without this list being exhaustive: functional and technical documentation, logo, etc.), for a purpose other than their use within the Customer's Store.

The Customers using the Multi-Store undertake to settle with PrestaShop for additional user

licenses, i.e., a license per Store, by contacting PrestaShop to obtain an estimate, at the following address:

<https://addons.prestashop.comcontactez-nous>.

The breach of the terms of this license could give rise, at the discretion of PrestaShop, to the termination of the license granted in these Terms and Conditions for the disputed Addon, and/or the deletion of the Account, and/or the option for PrestaShop to refuse any subsequent download of any Addon from PrestaShop Addons by the Customer in question.

As from the termination of the license, or as from the reimbursement by PrestaShop of an Addon, the Customer is responsible for immediately refraining from using the Addon in question, to destroy it and to remove it from his IT system and all of his storage devices.

## 12. Personal data

The information regarding collection and processing of personal data are detailed in our Personal Data Protection Policy.

The Merchant acknowledges and agrees to comply with the applicable legislation in terms of personal data protection, namely law no. 78-17, the French Data Protection Act of 6 January 1978 and its amendments, and the European General Data Protection Regulation (The **GDPR**) no. 2016/679 with regard to the Merchant's Store's clients.

As such, the Merchant is responsible for ensuring the Store complies with the applicable legislation and providing a sufficient level of protection for personal data collected through it.

The Merchant **particularly** agrees to (but is not limited to) inform Store clients of the intended use of their personal data, set up technical and organisational data protection measures and comply with opt-in mechanisms for marketing emails. For more information about the obligations set out in the GDPR, Merchants are invited to read the text available [here](#).

Once Merchants have downloaded Contributor Addons, they are responsible for contacting the

Contributor to check if the Addons collect personal data and, if so, to determine their various categories.

## 13. Liability

Under no circumstance, PrestaShop shall be held liable to repair a damage of a direct or indirect nature related to the Connectors download and the use of the Partners services.

Under no circumstance, PrestaShop shall be held liable to repair a damage of an indirect nature, including but not limited to: a malfunction or a permanent or temporary alteration of the Store, in particular following the installation of an Addon, 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.

**IN ANY EVENT AND NOTWITHSTANDING THE CAUSE, THE LIABILITY THAT PRESTASHOP MAY INCUR IN ANY FORM WHATSOEVER IN RELATION TO THE PURCHASE, DOWNLOAD OR USE OF ADDONS AND/OR THE PROVISION OF SERVICES, MAY NOT, EXCEPT IN THE CASE OF ANY FRAUDULENT MISREPRESENTATION OR WILLFUL MISCONDUCT, EXCEED THE UNIT PRICE OF THE ADDON, EXCLUDING TAXES, OR THE SERVICE FOR WHICH THE LIABILITY OF PRESTASHOP IS SOUGHT.**

Notwithstanding the foregoing, the liability of PrestaShop shall be excluded in the following cases:

- Use of an Addon that was not downloaded from PrestaShop Addon and/or that was not subject to an actual payment;
- Malfunction of the download of Addons related to the configuration or performance of the Customer's workstation or his Internet connection;
- Malfunction of PrestaShop Addons related to the curative or evolutive

maintenance operations of PrestaShop Addons;

- 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 most recent version of Addon;
- Lack of communication by the Customer of the elements necessary for resolving the difficulties that he may encounter when using an Addon or during the provision of Services;
- Error in entering the information mentioned in the Customer's Account;
- Default by the Contributor, whether it be financial (insolvency) or physical (demise). PrestaShop shall not guarantee the continuation of the Contributors' commercial activity to their Customers;

#### **14. 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 Store 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 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.

#### **15. 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.

#### **16. Agreement on evidence**

The information that is listed (i) in the Customer's Account, in particular the information relating to downloads, and (ii) the correspondence exchanged between the Customer, PrestaShop or the Contributors via the messaging tool made available by PrestaShop, shall be considered as having probative force between the Parties.

The digital registers stored in PrestaShop's systems in accordance with industry security standards are considered as proof.

By way of an agreement on proof, the Customer acknowledges the probative value of the following:

- The download number accounting system,
- Information communicated through the Account, and
- Exchanges between Contributors and Customers through the Account and Middle Office.

This evidence will constitute proof of the transactions and contractual relations between the Contributor and the Customers on the one hand and between PrestaShop and the Customers on the other.

Consequently, the Customer is informed and agrees to copy PrestaShop in on correspondence between the Customer and Contributors using the PrestaShop Addons messaging tool.

#### **17. 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.

#### **18. Partial invalidity**

In the event that, for any reason, all or part of these General Terms and Conditions should be canceled, the other provisions shall remain in full force, except if that clause declared void concerning the essential obligation of the contract.

#### **19. No waiver**

The fact that either of the parties is not required to enforce one of the provisions of these General Terms and Conditions cannot be construed as a waiver of said clause

#### **20. Interpretation**

In the event of difficulty of interpretation between any of the sections and the content of any article, the sections shall be declared null and void.

#### **21. Independence of the parties**

The parties shall remain independent of each other. No provision in these GTCs is intended to or is for the purpose of creating a partnership, mandate, representation or subordination between the Parties.

#### **22. Entry into force**

These T&Cs will enter into force on July 15, 2019.