

## GENERAL TERMS AND CONDITIONS FOR CONTRIBUTORS

### Preamble

PrestaShop SA is the designer and editor of an open source software solution, released under a 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 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). The Services, such as defined hereafter, are also commercialized through the Catalogue.

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

These General Terms and Conditions are intended to define the rights of and duties applicable to Contributors who use the Marketplace to sell Addons or Services (as defined below).

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 shall prevail.

### 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.

**After-Sales Service (ASS):** service provided by the Contributor or PrestaShop to Customers who have purchased one of its Addons, comprised of free or fee-paying installation, Maintenance and minor and major Update services. These services may be offered to Customers by PrestaShop or the Contributors.

**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.).

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

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

**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. These prices are listed in euros on the Middle-office of PrestaShop Addons.

**Category:** Subdivision of a Universe, which refers to a set of Themes, Modules or Services proposed on the PrestaShop Addons marketplace.

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

**Contributor:** refers to any person, individual or legal entity, other than PrestaShop listed by PrestaShop to offer their Addons and/on PrestaShop Addons.

**Contributor Guide:** startup guide provided to the Contributors during their first inscription on PrestaShop Addons and available at any time in their administration interface.

**Contributor Services:** refers to the fee-paying or free services offered to Contributors by PrestaShop.

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

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

**Graphic themes:** refers to the Addons which offer the Customers personalized graphic themes for the Solution that are not available in its basic version.

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

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

**Major update:** addition of a new feature or level upgrade of a new version of an Addon, such as set forth hereafter.

**Middle Office:** refers to the administration interface of a Contributor's account through

which the latter may, in particular, submit its Addons to PrestaShop, consult the number of downloads, respond to Customer complaints and send PrestaShop its invoices.

**Minor update:** technical, security and debugging update, such as set forth hereafter.

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

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

**Premium Contributor:** Contributors bound to PrestaShop by a partnership contract.

**PrestaShop:** refers to the corporation with share capital of 339 227,10 euros, the head office of which is located at 12, rue d'Amsterdam, in PARIS (75009), registered at the Commercial Court Registry of Paris under the 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).

**Range of expertise:** refers to the evaluation system for the level of experience of the Contributors, reflected by a status.

**Ranking:** fee-paying priority referencing from which the Contributors on the PrestaShop Addons website may benefit.

**Selling Prices:** refers to the sale price, excluding taxes, in the currency chosen by PrestaShop, at which the Addon was sold to the Customer on PrestaShop Addons, after any commercial discounts.

**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.

**Sub-Category:** sub-division of a Category (payment module, graphic travel theme, etc.).

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

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

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

**Universe:** refers to the three major product categories sold on PrestaShop Addons: the "Modules", "Graphic themes" and "Services".

**Zen Option:** refers to the fee-paying option for major Update Services and Maintenance which may be offered upon the purchase of an Addon.

## 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 and upon each submission of a new Addon.

Failing to tick the box shall prevent the creation of the Contributor's account and it shall not be valid, in the same way as for the submission of a new Addon, as the Contributor hereby acknowledges.

Contributors are informed that the use of the Contributor Services is exclusively reserved for professionals within the meaning of French consumer law and declares to have this capacity.

This declaration is crucial for contracting with PrestaShop, the Contributor'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, the rules established by the Contributor Guide 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. The Contributor shall be informed that any obfuscation of the source code of its Addons is prohibited. The Contributor must choose an open source software license for the distribution of its Modules on PrestaShop Addons, their use by the Customers and the compatibility with the PrestaShop open source software.

## 4. Access to PrestaShop Addons

### 4.1 Registration

The listing of a Contributor's Addons is subject to his registration 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 his login details and their confidentiality. 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. The Sale Price may not be lower than the minimum price set by PrestaShop per Category and/or Sub-Category.

In order to optimize the validation speed of the Addon submitted and maximize its opportunities for sale, the Contributor shall undertake to acknowledge the Contributor Guide provided by PrestaShop and available in its administration interface.

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.

PrestaShop shall not undertake any performance obligation in terms of the service level, whether regarding PrestaShop's response or correction time, and in this capacity shall only assume a best-endeavors obligation.

### 5.2 Listing of Addons

The Addons are listed in the Catalogue per category and Sub-Category.

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

The Contributor may nonetheless propose to PrestaShop that his Addons be listed in a specific Sub-Category. PrestaShop is free to accept or refuse this proposal.

The Contributor is informed that, for said listing, PrestaShop shall in particular, take into consideration the following objective criteria for the Addons:

- the inclusion of positive and/or negative comments for the Addons;
- the ASS response rate, the responsiveness and quality of the ASS provided by the Contributor;
- the Contributor's seniority and experience;
- the non-respect of these T&Cs or the lack of professionalism with regard to the Addon Customers.

### 5.3 Contributor Referencing

The Contributor accepts for his level of expertise to be calculated and published according to criteria set by PrestaShop (Range of expertise). Depending on the number of points that the Contributor collects on the different criteria comprising the range of expertise system, he shall benefit from a "Conqueror", "Captain" or "Superhero" status.

In the event whereby PrestaShop does not have any or sufficient data on the Contributor, the latter shall not benefit from any status.

The levels of expertise are automatically calculated on a weekly basis and shall take into consideration data that has been collected over several months. Each Contributor may access the details of such status in his administration interface.

PrestaShop may, at its discretion, change the criteria taken into consideration in the Range of expertise and the period during which the statuses are setup. The Contributor shall be informed beforehand of any change.

The Contributor shall be informed that PrestaShop may, in particular, take into consideration the Range of expertise, to guide the Customers in their choice of Addons through the faceted navigation tool.

#### 5.4 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 5.4.

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) Publishing or making public defamatory, derogatory or abusive statements about PrestaShop, PrestaShop Addons, or any of the other Contributors or a Customer;
- (ix) The non-respect of these T&C or the lack of professionalism with regard to the Addon Customers;
- (x) Non-compliance with the duties pertaining to the follow-up of Customer's claims and maintenance of Addons;
- (xi) Redirection of Customer'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.

#### 5.5 Marketing of Addons

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

Contributors declare that they have read the Client Terms and Conditions available [here](#).

#### 5.6 After-Sales Service (ASS)

##### 5.6.1 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. The After-Sales Service does not include the third-party service generated by the Addons or the service for which they enable access.

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 having been processed. PrestaShop shall then be free to determine the actions for said claims (in particular regarding the reimbursement of the Addons to the Customer in question).

The Contributor undertakes to answer Customers' questions in a timely manner, (in a maximum of two business days, outside of the period of temporary cessation of activity duly informed to the Customers) and if needed, to make any necessary corrections within three (3) business days of their notification on the Middle-office. In the event of impossibility to make the necessary corrections, the Contributor shall undertake to reimburse the Customer for the price of the Addon.

Processing Customer claims forms part of the After-Sales Service provided by the Contributor, who undertakes to provide the corrections necessary for an anomaly directly and exclusively related to the Addon in question, at his exclusive expenses, within the above-mentioned time period, or failing that, to reimburse the Customer for the price of the Addon in question. The Contributor must ensure the After-Sales Service only in the case whereby the Customer Boutique version corresponds with the compatible versions listed on the Addon product form on its date of purchase, and that this Boutique does not include additional developments that are contrary and incompatible with the Addon installed.

The Contributor undertakes to provide free of charge to the Customer an After-Sales Service for his Addon for up to ninety (90) days as from the sale of the latter. Beyond this period, this ASS includes installation assistance, the configuration and use of the Addon. It does

not include intervention on the Customer's Boutique.

In the event of a defect with the Addon, the Contributor may propose and/or communicate a minor and/or major update of the Addon, subject to its availability upon the ASS request filed by the Customer.

PrestaShop may, at its discretion, reimburse the Customer in the event whereby the default inherent to the Addon is not rectified by the Contributor; the product form and/or the demonstration of the use of the Addon misled the Customer on the essential qualities of the Addon, which caused him to enter into the agreement. In such situations, which are non-exhaustive, the Contributor shall reimburse PrestaShop any amounts paid to him for the download of the Addons in question.

Beyond the expiration of the free ASS period, the Contributor who has the "Conqueror", "Superhero" or "Captain" Status may propose an offer for fee-paying ASS to the Customer, in the conditions set forth hereafter.

#### 5.6.2 Proposal of Update Services

Subject to PrestaShop's approval, 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.

##### a) Free Update

The minor Updates for the Addon available at the time of its purchase and subsequent thereto are provided free of charge and for an unlimited duration by the Contributor. The purpose of the minor Updates is to correct the technical defects and generic security flaws as well as to ensure the compatibility of the Addon with the subsequent minor versions of the Solution.

Subject to being offered by the Contributor, the minor Updates may include functional additions.

b) Fee-paying Update

The Contributors who have the status of “Conqueror”, “Superhero” or “Captain” may offer the Zen Option for a period of twelve (12) months, with or without the possibility to renew this option for twelve (12) additional months. The period of validity of which shall begin as from the purchase of the Addon related to this option. Only one Zen Option may be proposed by the Addon and by the URL.

The following are, in particular, excluded from the Zen Option: certain services offered on Addons such as training, support services and generally, any intervention on the Customer’s Boutique.

The Zen Option includes the minor and major Updates for an Addon and its Maintenance. In accordance with the foregoing, the Zen Option shall not include specific developments, personalized upon request and customized for the Customer or his Boutique. It shall not include the Module Update, the purpose of which is to ensure the compatibility of a new version of the software and shall not constitute an extension of the time period for the reimbursement 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’s IT code.

The Contributor shall undertake to ensure the service offered on a continuous basis during the above-mentioned time period, excluding the case of reimbursement. The Zen Option service includes the same terms for claim follow-up as those set forth in the article relating to the Priority Ranking (5.7).

In the event of non-compliance with his obligations when providing the Zen Option, the Contributor may have his status

withdrawn, resulting in the impossibility to offer the Zen Option with the future sales of his Addons. PrestaShop may also ban the Contributor from the PrestaShop Addons marketplace in the event of serious and repeated non-compliance during the performance of the Zen Option.

In the event of the withdrawal of status, the Contributor acknowledges and accepts that he remains under the obligation to assure the service sold until it expires.

The price of the Zen Option must be fixed according to the price of the Addon in order to be validated by PrestaShop.

### 5.7 Priority Ranking

The Contributor may benefit from a Priority Ranking on PrestaShop Addons for their Addons in exchange for a remuneration directly paid to PrestaShop via the Contributor’s Middle-Office. PrestaShop is free to refuse the purchase of a Ranking service from a Contributor. The Priority Ranking involves a differentiated display of the Addons in question during a browse on the PrestaShop Addons over a given and limited period.

The availability of the Priority Ranking is not guaranteed on the desired period for the Contributor as the service could have been previously purchased by another Contributor. The purchase of a Ranking is not a guarantee of an increase of sales for the Contributor, which the latter acknowledges and accepts.

By proceeding with a purchase of a Ranking on the site [www.addons.prestashop.com](http://www.addons.prestashop.com) for one of its Addons, the Contributor guarantees the availability of the latter for sale during the period in question. In the event whereby the Addon would no longer be referenced for the reasons listed in article 5.4 at the time of the Ranking, the purchase of the latter shall not be refund to the Contributor. The refund of this purchase shall only be conceivable in the case whereby PrestaShop would fail to respect its display obligation.

Conditions of display:

Once the reservation has been validated by the confirmation and the payment of the order has been made by the Contributor, the Addon shall benefit from the Ranking on the page(s) reserved for the previously defined duration.

For any reservation in the Category or Sub-Category page:

- the Ranking shall be displayed in the case whereby the web-user has clicked on the Category in question in the main menu;
- the Ranking shall be displayed in the case whereby the web-user has selected the Category in the faceted browsing tool;
- the Ranking shall not be displayed in the case whereby the web-user accesses the Category by using the search bar.

#### 5.8 Addons on sale – special offers

The Contributor may sell his Addons on sale through special offers and discount.

The discount on the Catalogue price can be set from 5% to 30%.

The Contributor benefits from twenty-one (21) days a year of discount per Addon available for sale on Addons.

The special offers will be put online after PrestaShop's validation and are not combinable with other special offers.

Under PrestaShop's proposal, the Contributor may agree on selling his Addons within a pack. The Addons Pack is a combination of several Addons and invoiced as one product. The Contributor is free to refuse the distribution of his Addons within an Addons Pack at any time by unticking the dedicated box within its back office.

On PrestaShop's recommendation, the Contributor can market his or her Addons in Addons Packs. A Pack is equivalent to a product ordered, each Addon Pack is technically independent.

## 6. Financial Terms

PrestaShop is not a payment service provider but rather an institution with an exemption.

PrestaShop collects payments from the Customer and repays the Contributor as per the payment institution authorization exemption that has been granted to PrestaShop by the French Prudential Control and Resolution Authority (ACPR).

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

PrestaShop deducts from the Sales Price of the Addons and the Updating Services, the following before-tax Commissions that the Contributor owes to it:

- a 30% Commission of the Addons and Update Services Sales Price for Addons and Update Services put on the market via PrestaShop Addons;
- for the Addons and Update Services benefiting from a priority Ranking in the Customer Boutique Back-Offices, a commission corresponding to 50% of the Addons and Update Services in question shall be applied in the event whereby the sale would be facilitated by this Ranking;
- For Addons sold in Addons Packs, a commission corresponding to 50% of the Addons Sales Price of the Contributor concerned.

It is to be noted that links that are only shown in the Customer Stores 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%.

Regarding special offers described in article 5.8, PrestaShop will get 40% Commission of the Sale Price.

The PrestaShop Commission on an Addon sale or Update Service (excluding the Zen Option) may not be less than ten (10) euros, excluding taxes.

## 6.2 Refund to the Contributor

PrestaShop undertakes to pay back to the Contributor, in euros, all the amounts that it has received for the sale of Addons or for the Update Services, less the reimbursements made and its Commission. This amount may be consulted by the Contributor at the Middle-Office.

The Contributor may only request payment from PrestaShop for the price of the sales only once forty-five (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 forty-five (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 forty-five (45) days, the amount reimbursed shall be deducted from the next remuneration paid to the Contributor.

## 7. References

In France and abroad, PrestaShop owns trademarks covering the name "PrestaShop," and, when appropriate, the brands or the corresponding figurative trademark applications.

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 is not authorized to use the tradename PrestaShop in a domain name.

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 performing Contributor Services and in particular referencing, distribution and promotion of the Addons on PrestaShop, and notably the right to perform any IT operation for this purpose such as reproducing, representing, distributing, and promoting the Addons in any format and by any known means;
- 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 Store and valid for the entire duration of the copyrights as of when the Addon is downloaded (designated hereinafter the "Customer License").

Contributor accepts and acknowledges that, according to the article 11 of the Addons GTCs for Customers, license of use is non-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 ; or
- (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 Client can no longer access or manage the Addon.

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 15 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.

The Contributor acknowledges that PrestaShop Addon is copyrighted works and shall refrain from taking any actions concerning them not expressly authorized by the GTCs.

## **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

Information relating to our collection and processing of personal data is given in our **Personal Data Protection Policy**.

Contributors acknowledge and agree that they are solely responsible for the information they provide to PrestaShop, and consequently to the Merchant, relating to the collection or non-collection of personal data performed by their Addon(s).

## 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 or the infringement of an Addon.

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, damage to an intellectual property right, 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 twelve (12) months prior to the event giving rise to the incurring of the liability of PrestaShop**

## 12. Force majeure

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

It has been agreed that the following constitute cases of force majeure: legislative and regulatory changes, fires, storms, floods, strikes internal or external to PrestaShop, illness, electrical surges and shocks, breakdowns of the control systems, cooling and computer equipment, blockages and slowdowns of electronic communications networks, outages, slowdowns, malfunctions, interruptions, or anomalies of PrestaShop Addons and more generally any unforeseeable event beyond PrestaShop's control.

PrestaShop may suspend the disclosure of Addons in the event of a default on the part of the Contributor, whether the cause is financial (insolvency) or physical (demise). PrestaShop shall not guarantee the Contributors' activity to their Clients.

## 13. 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 notice.

In case of serious or repeated non-compliance by the Contributor for any of his obligations, 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.

#### **14. 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 Stores 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 the remuneration for the total sales of his Addons still owed on the day of the termination only after a period of three (3) months following the written notice of the end of the contractual relations.

#### **15. Agreement on evidence**

The computerized records kept in the PrestaShop systems in accordance with the

professional standards for security shall be regarded as evidence.

Archiving is performed on a medium that ensures the faithfulness and durability required by the legal provisions in force. It has been agreed that in the event of discrepancy between PrestaShop's computerized records and documents in paper or electronic format available to the Contributor, PrestaShop's computerized records shall take precedence.

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.

#### **16. 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.

**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.

These GTCs enter into force on July 15, 2019.

#### **17. 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.

#### **18. 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

#### **19. 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.

#### **20. 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.

#### **21. Transfer.**

The Contributor acknowledges that the subscription Services Contributors is exclusively personal and cannot be transferred free-of-charge or for valuable consideration.

To ensure the proper performance of the obligations incumbent herein, PrestaShop reserves the right to assign, transfer or provide to a third party, all or part hereof or substitute a third party for all or part of performance of these obligations.

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