



# **GENERAL TERMS AND CONDITIONS FOR ADDONS MARKETPLACE FOR CUSTOMERS**

*June 2022*

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**These General Terms and Conditions of Use are applicable to all Customers as from June, 24, 2022.**

### **1. Zen Option**

**All terms and conditions relating to the Zen Option remain subject to the [previous Customer Terms and Conditions](#) which will continue to apply to Customers with current Zen Options on their Addons.**

The continuation of the Zen Option for Customers who have selected this option on Addons does not prevent the application of the Business Care service provided for in these Terms and Conditions to any new Addons purchased. However, it is not possible to benefit from the Zen Option and the Business Care service on the same Addons at the same time.

Upon expiration of all Zen Options available to Customers on the Addons, Customers will no longer have access to the services offered by the Zen Option or to the Addon Update services. In order to benefit from the After Sales Service and the Update Service, Customers may subscribe to the Business Care Service for the Addons concerned in accordance with the provisions of Article 6.

### **2. Purchase of Addons prior to the implementation of Business Care (1 July 2021)**

All purchases of Addons made prior to July 1, 2021 are governed by the former Customer Terms and Conditions which provide that: Minor Updates to the Addon available at the time of purchase and thereafter are provided free of charge and without time limitation by the Seller. This is acknowledged and accepted by the Seller.

### **2. Amended provisions**

The changes to these Customers Addons Terms of Use concern the following articles:

Preamble

Article 1 : Definitions

Article 5 : Download of Addons

Article 6 : Business Care Service

Article 7 : Payment

Article 9 : Claims and refund

### **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 (Vendors, 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 Business Care service (as defined below) sold by Vendors or by PrestaShop (as defined below).

The Customer acknowledges that access to the SaaS App or PrestaShop Essentials Services is conditioned to the possession of a PrestaShop Account, their purchase and use is subject to the **PrestaShop Account and PrestaShop Services General Terms and Conditions** which should be referred to.

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 Vendor or PrestaShop to Customers who have purchased one of its Addons, consisting of maintenance and support as defined in Article 6.2.(i).

**Business Care :** Refers to the service provided by PrestaShop or by the Vendors for the purchase of an Addons, including After-Sales Service and Minor and Major updates of the purchased Addons.

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

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

**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 Business Care service.

**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 as described in article 6.2.(ii).

**Major up-date:** addition of a new feature or level upgrade of a new version of the Addon as described in article 6.2.(ii).

**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 380 645,55 Euros, with the head office located at 4, rue Jules Lefebvre, in Paris (FRANCE),

registered at the Trade and Companies Registry of Paris under number B 497 916 635.

**PrestaShop Account:** means the single sign-on account allowing the Customer to access all the services offered by PrestaShop (including PrestaShop Essentials Services).

**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).

**PrestaShop Essentials Services:** means the additional services developed and distributed by PrestaShop to which the Customer can subscribe through PrestaShop Account.

**SaaS App:** means Modules that require a connection to PrestaShop Account and can be charged monthly.

**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.

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

## 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 Business Care service 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 Vendor 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 or its level of expertise, 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. Business Care service

### 6.1 Subscription and Duration of the Business Care service

For any purchase of an Addon, the associated Business Care service is provided by the Seller or by PrestaShop, the service applies per Addon and per URL.

The Business Care service includes for each Addon :

- After Sales Service (AS)
- Minor Updates;
- Major Updates;

Excluded from the Business Care service are: certain services offered on the PrestaShop Addons marketplace such as training, support services and more generally any intervention on the Customer's Store.

The Business Care service is included with the purchase of an Addon and is provided for a period of twelve (12) months from the date of purchase of the Addon by the Customer (hereinafter "the Subscription Term").

In the absence of early termination before the Subscription Term, the Business Care service will be automatically renewed from the end of the initial Subscription Term for a subsequent twelve (12) month period.

The Business Care service is provided on a continuous basis throughout the Subscription Term, except in the case of a refund as provided in Article 9, deactivation or cancellation of the Business Care service by the Customer.

The execution of the After Sales Service and the Update services for the Addons developed by the Sellers are provided by the Seller exclusively and by PrestaShop for the Addons developed by PrestaShop. The After Sales Service is performed after exchanges with the Customer on the dedicated messaging interface of PrestaShop Addons. It is carried out in the language(s) indicated on the product sheet. It does not include telephone exchanges.

The Customer undertakes to inform PrestaShop as soon as possible in case of bad execution of the Business Care service by the Seller.

## 6.2 Services include in Business Care

### (i) After Sale Services (ASS)

The Business Care service offers the Customer ASS for the entire Subscription Term from the time of purchase of the Addon concerned by the service. It is understood that the support provided is only technical and does not cover third party services generated by the Addon or for which it acts as an intermediary with the Customer.

In the context of the Business Care service, the Sellers or PrestaShop undertake to respond to the Customer's ASS requests within one (1) working day from the date the request is sent to the Middle Office.

The After Sales Service does not concern the third party service generated by the Addons or the service they allow to access.

This service includes advice assistance with installation, configuration and use of the Addon. It does not include any intervention on the Customer's shop.

In the event that the Seller or PrestaShop does not perform the After Sales Service on the Addon within one (1) month, the Customer is eligible for a refund of the Business Care service on the Addon concerned according to the terms of article 9.2.

The Customer acknowledges that the After Sales Service may be refused by the Seller or by PrestaShop in case of specific developments, modifications of the source code or source files of the Addon made at the Customer's initiative.

### (ii) Updates Services

The Business Care service includes Update services performed by PrestaShop for Addons developed by PrestaShop or by the Seller on the Addons concerned by the service.

In accordance with the above, the Business Care service is not characterized by specific, customized developments for the Customer or his Store and does not constitute an extension of the Addon's reimbursement period. The purpose of the Addon Update is to make it compatible with future versions of the Solution.

- Minor Update

The purpose of the Minor Updates is to correct technical failures and generic security flaws and to make the Addon compatible with future minor versions of the Solution.

Minor Updates of Addons are performed within six (6) months by the Seller or PrestaShop after the new version of the Solution is put into production.

In the event that the Seller or PrestaShop does not perform the Minor Updates of the Addon concerned within the six (6) months period, the Customer shall be eligible for a refund of the Business Care service on the Addon concerned according to the terms of article 9.2.

Subject to being offered by the Seller, Minor Updates may include functional additions.

- Major Update

Major Updates may allow the addition of new functionalities, the improvement of interfaces and an optimisation of performance by partial or complete rewriting of the Addon's computer code.

Major Updates of the Addons are carried out within a maximum of six (6) months from the date the new version of the Solution is put into production.

In the event that the Seller or PrestaShop does not carry out the Major Updates of the Addon concerned within the six (6) months period, the Customer is eligible for a refund of the Business Care service on the Addon concerned according to the terms of article 9.2.

### 6.3 Cancellation of the Business Care subscription

The Customer may terminate the subscription to the Business Care service at any time, without notice or penalty, from his Customer Account. When a Customer terminates their subscription, the Business Care services will be automatically suspended from the end of the current Subscription Term. In other words, the Customer will no longer be able to benefit from the After Sales Services and Minor and Major Updates of the Addon concerned by the termination.

The Customer will benefit from the Business Care service for the entire Subscription Term, even in case of early termination. The termination will take effect at the end of the current Subscription Term.

The Customer may subscribe again, at any time, to the Business Care services of each Addon purchased by reactivating it from its Account under the same conditions described above. The reactivation of a deactivated Business Care service will result in a financial surcharge on the initial price applied in accordance with the financial conditions set out in Appendix 1.

## **7. 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 purchase of an Addon, excluded the SaaS App, automatically includes the subscription to the Business Care service for a minimum Subscription Term of twelve (12) months in accordance with clause 6.1. The total price of a purchase includes the price of the Addon alone and the price of the annual subscription to the Business Care service corresponding. The financial terms of the subscription to the Business Care service are defined in Appendix 1 of the General Terms and Conditions.

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 Vendor, PrestaShop then transfers the payment to the Vendor 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.

In this regard, the Customer acknowledges that PrestaShop is under no obligation to refund purchases that have been made fraudulently with the Customer's credit card. PrestaShop, at its sole discretion, may make refunds to Customers based on the extent or nature of the fraud, upon submission of a complaint to the relevant authorities, or other evidence.

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

## **8. Fee-based referencing**

Certain Addons and Services proposed by the Vendors 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 and refund

Any complaint regarding the operation of PrestaShop Addons and any request for refund of Addons with a current Business Care service must be made 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 Vendors will be provided to the latter, in order for them to process them, including in the context of Business Care service. 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 Vendors and PrestaShop, with a view to processing his claim.

The Customer acknowledges that he/she will not be entitled to a refund of an Addon or the price of the Business Care service if the Customer:

- Failed to cooperate with the Seller or PrestaShop in the provision of the Service, the failure to cooperate includes, but is not limited to, the refusal to provide information or technical details necessary for the Seller's response;
- Failed to respond to the Seller or PrestaShop when required;
- Acted or refrained from acting in a way that caused a block in the resolution of the claim;
- Made specific developments, modified the code or the source files of the Addon ;

PrestaShop reserves the right to request from the Customer or the Seller the necessary evidence to determine the outcome of the claim.

In the event of a request for a refund of a Seller-developed Addon or Business Care service, such request shall be made by the Customer to PrestaShop. If the eligibility conditions described below are met, PrestaShop will proceed with the refund.

In case of a refund request on a transferred Addon for which the Business Care service was subscribed by the original Customer and is ongoing, the beneficiary Customer acknowledges that the refund of the Addon and the Business Care service will be made to the benefit of the Customer who originally purchased the Addon and the Business Care service. The benefiting Customer will be entitled to a refund if the Business Care service is renewed.

### 9.1 Refund of the Addon

The Customer is eligible for a refund of the Addon alone, up to one (1) month after purchase of the Addon, for any of the following reasons:

- The Addon has not been downloaded;
- The Addon is technically defective (provided that the Customer has previously contacted the Seller for ASS, otherwise the refund request will be subject to the Seller's validation)

The refund of an Addon will systematically imply the refund of the current subscription to the Business Care service as well as its termination. The Customer will no longer benefit from the Business Care services and will no longer be able to download the Addon concerned from his PrestaShop Addons customer account.

In case the Addon is accompanied by the Business Care service, this must be mentioned in the refund request. If the request concerns an Addon developed by PrestaShop, only PrestaShop is entitled to validate this request within seven (7) working days.

### 9.2 Refund of the Business Care service

Subject to the exclusions mentioned, the Customer is eligible for a refund of the Business Care service for the current Subscription Term for at least one of the following reasons:

- No response has been provided within one (1) month from the ASS request;
- No technical resolution has been provided within one (1) month from the ASS request;
- The Updates have not been completed within six (6) months following the new version of the Solution.

Upon refund of the Business Care subscription, the Customer acknowledges that he/she will no longer be able to download updates, or benefit from the After Sales Service for the Addon concerned.

Any request made after the expiry of the Business Care Duration Term will not be eligible for a refund.

### 9.3 Execution of the refund

Once the request for reimbursement has been validated, PrestaShop undertakes to reimburse the Customer within thirty (30) days following the request for reimbursement.

The reimbursement is exclusively made by the means of payment used when making the order.



## 10. Right of withdrawal

As a professional acting for purposes that fall within the scope of his commercial, industrial, craft or liberal activity, the Customer is informed that he does not have the right of withdrawal which is only available to consumers within the meaning of the Consumer Code.

## 11. 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 do 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 Vendors 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 Business Care service, 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, using the contact form..

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 Vendor Addons, they are responsible for contacting the Vendor to check if the Addons collect personal data and, if so, to determine their various categories.

Within the framework of the Business Care service on Addons developed by PrestaShop, the realization of the After Sales Service may require, on a case by case basis, that PrestaShop accesses some personal data of the Customer's Store. Upon prior acceptance of the Customer, PrestaShop may operate on the Store and have access to the Back Office, the FTP server or the Customer's database. In these conditions and when

the Customer has validated the intervention of PrestaShop, the intervention and the access to the personal data is framed by the contract of subcontracting of personal data reproduced in Appendix 2 of these Terms and Conditions that the Customer acknowledges having accepted.

### 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 Vendor, whether it be financial (insolvency) or physical (demise). PrestaShop shall not guarantee the continuation of the Vendors' 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 Vendors 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 Vendors and Customers through the Account and Middle Office.

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

The present Terms and Conditions come into force on June 24, 2022.

Consequently, the Customer is informed and agrees to copy PrestaShop in on correspondence between the Customer and Vendors 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**

## APPENDIX 1: Financial conditions for the Business Care service for each purchase of Addons

### I. Price of the Business Care service on the Addon Marketplace

The price of the Business Care service is set by default at forty percent (40%) of the price of the Addon alone set by the Seller for the entire Subscription Term.

In case of renewal of the Business Care service, the price of the service is fixed at :

- Forty percent (40%) of the price of the Addon only when the renewal takes place during the current Subscription Term;
- Seventy percent (70%) of the price of the Addon only when the renewal takes place after the expiration of the current Subscription Term. This price is applied for a period of 12 months only.

*At the end of the 12 months, in case of renewal of the current subscription, the price of the Business Care service for the following years will again be set at 40% of the price of the Addon only.*

If the price of an Addon changes, the price charged for the Business Care service will remain unchanged for Customers who purchased the Addon prior to the increase and have continuously renewed the Business Care service during the current Subscription Duration. However, in the event of renewal of the service after the expiry of the Subscription Term, the increase will be applied to the price of the Addon alone in force at the time of renewal.

For example:

	1st July 2021	31 october 2021	30 june 2022	6 january 2024	6 january 2025
	Purchase of the Addon	Cancellation request	End of subscription	Subscription renewal	Tacit Renewal
<b>Price of the Addon</b>	49.99 €	49.99 €	49.99 €	49.99 €	49.99 €
<b>Percentage applied for Business Care</b>	<b>40 %</b>	-	-	<b>70 %</b> (40% + increase of 30%)	<b>40 %</b>
<b>Amount in € of Business Care</b>	20.00 €	-	-	34.99 €	20.00 €
<b>Amount to pay, excluded taxes, by the Customer</b>	69.99 €	0 €	0 €	34.99 €	20.00 €

## **APPENDIX 2 : Contract for the subcontracting of personal data in the context of the Business Care Service provided by PrestaShop**

This personal data processing agreement applies to the processing by PrestaShop of the personal data of the clients of the Customer's Store (hereinafter the "Data") on behalf of the PrestaShop Customer in the context of the provision of the Business Care service and especially the ASS (the "Business Care Service").

Together with the General Terms and Conditions of Addons Customers and the Personal Data Protection Policy, it forms the set of conditions for the use of the Support that apply to all Customers.

### **Article 1. Object**

The purpose of this contract (the « Contract ») is to define the conditions under which PrestaShop - processor - undertakes to carry out, on behalf of the Customer - data controller - the data processing operations defined below.

Within the framework of their contractual relations, the parties undertake to comply with the regulations in force applicable to the processing of Data and, in particular, the Regulation (EU) n°2016/679 relating to the protection of personal data as well as the Law n° 78-17 of January 6, 1978 modified "Informatique et Libertés".

### **Article 2. Duration of the Contract**

This Contract shall come into force upon the Customer's subscription to the Business Care Service and shall terminate upon the termination of the subscription to the service.

### **Article 3. Description of the treatment**

PrestaShop is allowed to process on behalf of the Customer the Data necessary to provide the Business Care Service.

The processing of Support Data consists of having access to the Customer's Store Data, FTP access or access to the Customer's Store database when performing a Business Care Service on behalf of the Customer.

This access is necessary for PrestaShop to fulfil its contractual obligations towards the Customer and to provide the Business Care Service.

The persons concerned by this processing are the Customer's clients. PrestaShop may have access to the following Data: the identification data of the customers (name, first name, postal address and email address, telephone number) as well as the data relating to possible purchases made on the Customer's site.

For the performance of the service covered by this Contract, the controller shall provide the processor with the necessary information in its Personal Data Protection Policy.

### **Article 4. PrestaShop's Obligation**

#### **4.1. Data processing**

PrestaShop undertakes to :

- (i) process the data **only for the sole purpose(s) for which it is outsourced**, as defined in Article 3 of this Contract.
- (ii) process the data **in accordance with the Customer's documented instructions** set out in the Annex to this Contract. If PrestaShop considers that an instruction constitutes a breach of Regulation (EU) No. 2016/679 or any other provision of Union or Member State law relating to data protection, it **shall immediately inform** the data controller. In addition, if PrestaShop is required to transfer data to a country outside the European Union, it must inform the

Customer of this legal obligation prior to processing, unless the relevant law prohibits such information on important grounds of public interest,

As such, the instructions given by the Customer are as follows:

- For the provision of the Business Care Service,
- For the functionality of the Business Care Service,
- As documented in this agreement and in the General Terms and Conditions for Addons Customers.

The Customer is informed that he/she may send written instructions if they are consistent with the Service.

(iii) **to ensure the confidentiality** of the Data processed under the Contract. In the event that PrestaShop is legally required to disclose the Data to an authority, it will inform the Customer in advance, unless the law prohibits such disclosure on grounds of public interest.

(iv) **ensure that persons authorised to process personal data** under this Contract:

- undertake to respect the confidentiality of the Data;
- receive the necessary training in the protection of personal data,
- Process the Data only for the purposes of the above-mentioned processing.

(v) **take into account the principles of data protection by design** and data protection by default in its tools, products, applications or services.

#### 4.2 Subsequent subcontracting

PrestaShop may use another subcontractor (hereinafter the "subcontractor") to carry out specific processing activities.

For the management and provision of the Business Care Service, PrestaShop uses the software "Zendesk", published by the company Zendesk Inc - 1019 Market Street, San Bruno, CA 94103 - USA.

Similarly, to ensure the after-sales service of the Business Care Service, PrestaShop subcontracts the service of the Company Active Contact - 2 Rue de Guinée, Tunis 1002, Tunisia, to ensure the level 1 service support

In the event of further outsourcing, PrestaShop shall inform the Customer of any changes concerning the addition or replacement of other subcontractors at least one month before the change, in order to give the Customer the opportunity to object to such changes.

Where PrestaShop hires another sub-processor, PrestaShop undertakes to ensure that the same obligations are imposed on such sub-processor as those set out in this Agreement, in relation to the protection of personal data and in order for such sub-processor to comply with the requirements of the aforementioned Regulation.

#### 4.3 Data subjects of the treatments

**Right to information of persons.** It is the Customer's responsibility to provide information to its customers affected by the processing operations at the time of collection of the Data.

**Exercise of Individuals' Rights.** To the extent possible, PrestaShop will assist the Customer in fulfilling its obligation to comply with requests to exercise the Customer's customer rights: right of access, rectification, erasure and opposition, right to limitation of processing, right to data portability, right not to be subject to an automated individual decision (including profiling).

The service is configured so that the Customer can respond to the requests of its customers.

#### 4.4 Notification of violations of Personal data

The Supplier shall notify PrestaShop of any Personal Data Violation within a maximum period of seventy-two (72) hours after becoming aware of it and by email. This notification is accompanied by all relevant documentation in order to enable PrestaShop, if necessary, to notify the Data Violation to the competent data protection authority.

The Supplier shall indicate, to the extent that the information is available, the following elements:

- nature of the incident;
- date and time of the incident detection;

- Personal data impacted;
- measures directly taken to limit any further damage;
- date and time the incident ended;
- structural preventive measures for the future.

#### **4.5 Assistance**

PrestaShop undertakes to assist the Customer, as far as possible, in order to ensure that it complies with its obligations regarding the above-mentioned processing operations concerning the performance of any impact assessment, the notification of data breaches, the exercise of the rights of Customer clients.

#### **4.6 Data output**

At the end of the Business Care Service relating to the processing of the Data, PrestaShop undertakes to return all Data to the Customer or to the subcontractor designated by the Customer.

The return shall be accompanied by all existing copies in PrestaShop's information system and shall justify the destruction in writing to the Customer, unless applicable law prohibits PrestaShop from destroying the Data for a certain period. In such a case, PrestaShop undertakes to respect the confidentiality of the Data and to archive it in order to keep it as evidence, in particular.

#### **4.7 Documentation**

PrestaShop declares that it keeps a written record of all categories of processing activities carried out on behalf of the Customer.

PrestaShop provides the data controller with the documentation necessary to demonstrate compliance with all of its obligations and to allow for audits by the Customer.

### **Article 5. Customer's Obligation**

The Customer undertakes to:

1. document in writing any instructions regarding data processing by PrestaShop, if specific instructions need to be given,
2. to ensure, in advance and throughout the processing, that PrestaShop complies with the obligations set out in Regulation (EU) No. 2016/679 of PrestaShop
3. supervise the processing, including carrying out audits and inspections at PrestaShop,
4. Notify any personal data breach subject to a legal obligation to notify the relevant supervisory authority.

### **Article 6. Security Measure**

PrestaShop undertakes to put in place technical and organisational measures to ensure the security and confidentiality of the Data against unauthorised access, alteration, use, modification and disclosure in the course of providing the Business Care Service.

In this respect, PrestaShop employees in charge of the Business Care Service are subject to an obligation of confidentiality.

Taking into account the state of knowledge, the costs of implementation and the nature, scope, context and purposes of the processing, PrestaShop and the Customer undertake to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

The Customer is responsible for the security of its Store at all times.

### **Article 7. Liability**

The parties acknowledge the sharing of their responsibilities towards PrestaShop Clients, in accordance with Article 82 of Regulation (EU) No. 2016/679.

PrestaShop acknowledges that the Supplier is only liable for damage caused by the processing if it has not complied with the specific obligations of subcontractors in the aforementioned Regulations.