

TERMS OF SERVICE

OF THE PRESTASHOP MARKETPLACE VENDORS

Updated in June 2026

PrestaShop is the designer and publisher of an open-source software solution, distributed under a free license (Open Software License OSL-3.0), allowing its users to create e-commerce sites.

This solution, called Solution Edition Basic, can be downloaded from the PrestaShop website www.prestashop.com.

It allows its users to personalize their e-commerce site and add additional features, free or paid, freely developed by the PrestaShop community already integrated or accessible on the [marketplace PrestaShop](#).

The benefit of the Services is exclusively reserved for professionals within the meaning of French consumer law.

These general conditions govern the rights and obligations of vendors who use the Marketplace to sell Addons or provide services.

They form, with the [Personal data protection policy](#), full terms of use.

PrestaShop reserves the right to modify these T&Cs at any time. If applicable, the modifications will take effect fifteen (15) days after their publication on the prestashop.com or addons.prestashop.com.

From **February 1, 2026**, any Module submitted to the PrestaShop Marketplace by a Seller, whether it is a new Module or an update to an existing Module, must be fully compatible with PrestaShop V9.

If the submitted Module does not meet this compatibility requirement, PrestaShop reserves the right to refuse the publication or update of the Module on the PrestaShop Marketplace.

Exceptions:

- Modules addressing a critical security vulnerability may be granted an exemption.
- Other minor exceptions may be granted at PrestaShop's discretion, particularly when V9 compatibility is technically unfeasible or causes specific functional limitations.

SUMMARY

SUMMARY	3
1. Definitions	4
2. Acceptation of the T&Cs	5
3. Object	5
4. Vendor Registration on the PrestaShop Marketplace	6
5. Submission and validation of Addons on the PrestaShop Marketplace	6
6. SEO on the PrestaShop Marketplace	8
7. Obligation to provide Business Care	9
8. Commissioning terms	12
9. Customer complaints and reimbursements	15
10. Buying Vendor Promotion	16
11. Promotional sales	17
12. Dereferencing Addons or a Vendor	18
13. Termination and consequences	20
14. Intellectual property	21
15. Responsibility	22
16. Guarantees – Guarantee of non-eviction	23
17. Personal data	24
18. Force majeure	25
19. Evidence Convention	25
20. Applicable law – Competent courts	25
21. Independence of the parties	26
22. Cession	26
ANNEX 1: Percentage received by the Vendor on the sale price of Addons	26
ANNEX 2: Financial terms relating to the Business Care service	27
ANNEX 3: Conditions specific to Modules integrating Account, Billing and/or CloudSync APIs	30
1. Obligations of the Vendor	30
2. Financial conditions	30
3. Grant of license to use the APIs	31
4. Conditions specific to the Cloudsync service	31
5. Responsibility of PrestaShop	32
ANNEX 4: Billing Mandate	33
1. Purpose of the Mandate	33
2. Duration of the Mandate	33
3. Obligations of the Agent	34
4. Obligations of the Principal	34
5. Modifications of the Mandate	35
6. Applicable law and jurisdiction	35

1. Definitions

Addons : designates Modules and Themes.

Back-office : designates the interface through which the Merchant or Technical Service Provider acting on behalf of a Merchant can administer and configure their Merchant Site and in particular add Addons.

Business Care : designates the after-sales service (after-sales service) and updates attached to the purchase of an Addon

Addons Catalog or Catalog: designates all Addons referenced and marketed on the PrestaShop Marketplace or the Back Office.

Category : subdivision designating a set of Themes, Modules or services offered on the PrestaShop Marketplace.

Terms and Conditions or T&Cs: means these general conditions, including any annexes and modifications.

Customers: means any natural or legal person, Merchant or technical Service Provider acting on behalf of a Merchant, having acquired one or more Addons on the PrestaShop Marketplace.

Commission : designates the commission received by PrestaShop for each Addon sale and for Business Care services. This commission is integrated into the Sale Price and defined in Appendices 1 and 2.

Scale of expertise: designates the system for evaluating the level of experience of Vendor, illustrated by a status.

Submission form: designates the form allowing a Vendor to submit the validation elements to PrestaShop of an Addon, namely: the Addon, the functional and technical documentation relating to it as well as any element necessary for the distribution of the Addon (logo, description , brand, etc.)

Vendor Guides: getting started guides provided to Vendors when opening their PrestaShop Addons account and available at any time in their Back office, in the “Resources” category.

Merchant: designates any natural or legal person acting in a professional capacity and operating a Merchant Site.

Marketplace PrestaShop : designates the platform referencing all Addons in the Addons Catalog accessible at the address: <https://addons.prestashop.com> (or any URL that would be substituted for it).

Security update: designates the correction of an Addon security vulnerability.

Free functional update: means the correction, optimization or improvement, technical or functional, of the existing functionalities of an Addon and which can be downloaded by Merchants who have already purchased the previous version of the Addon.

Paid functional update: designates the redesign or addition of functionalities to an Addon and corresponding to a new version of the Addon.

Promotion: designates the paid priority referencing from which Vendors can benefit on the PrestaShop Marketplace.

Modules: designates software developments carried out by PrestaShop or by a Vendor intended to add one or more functionalities to the Merchant Sites, whether pre-installed or downloadable from the Marketplace.

Account (API): refers to the PrestaShop software application used to authenticate and create a unique account for each Merchant.

Billing (API): refers to the billing software application published by PrestaShop.

CloudSync (API): refers to the PrestaShop software application used to manage Merchant data.

PrestaShop: designates the limited company, whose head office is located at 82 avenue du Maine, in PARIS (75014), registered with the Paris RCS under number B497 916 635.

PrestaShop Account: designates the account allowing the Customer to authenticate and access the services offered by PrestaShop.

Technical service provider: means any natural or legal person acting in a professional capacity on behalf of a Merchant operating or wishing to operate a Merchant Site or on behalf of a Vendor for the development of a Module.

After-Sales Service: designates the service provided by the Vendor or by PrestaShop to the Customer.

Service tiers: designates the service developed by a Vendor accessible via a Connector.

Merchant Site: designates the e-commerce site created by the Merchant using the Solution.

Solution: designates the open-source e-commerce solution published by PrestaShop, freely downloadable from its website, GitHub or through the PrestaShop Edition offer.

Sub-category: designates the subdivision of a Category (payment module, travel theme, etc.).

Themes: designates software developments carried out by PrestaShop or by a Vendor allowing graphic customization of Merchant Sites.

Vendor: designates any natural or legal person, professional, other than PrestaShop, having developed one or more Addons referenced on the PrestaShop Marketplace and accessible from the Catalog.

2. Acceptation of the T&Cs

The sale of Addons and the provision of services on the PrestaShop Marketplace are subject to the complete and unreserved acceptance of these T&Cs by the Vendor.

3. Object

The purpose of these T&Cs is to define the rights and obligations of Vendors who use the PrestaShop Marketplace to sell Addons or Services.

The PrestaShop Marketplace distributes the Modules including Classic modules and Modules integrating Account, Billing and CloudSync APIs.

Obligations specific to the development and sale of Modules integrating Account, Billing and/or CloudSync APIs are described in Annexe 3.

4. Vendor Registration on the PrestaShop Marketplace

The referencing of a Vendor on the PrestaShop Marketplace is carried out directly on the [Marketplace PrestaShop](#) and requires the creation of a PrestaShop Account.

The information provided by the Vendor must be accurate, complete and up to date.

The Vendor is solely responsible for the confidentiality of his identifiers. He is reputed to be the only one to know and use them.

Clear,

The distribution of Addons on the Marketplace requires the creation of a PrestaShop Account. The Vendor is solely responsible for the confidentiality of his identifiers.

5. Submission and validation of Addons on the PrestaShop Marketplace

5.1 Development of Addons

The Vendor is solely responsible for the development of its Addons.

He undertakes to only submit Addons to PrestaShop that comply with the [Development Standards](#) and the rules of the Vendor Guides.

The Vendor is solely responsible for the evolution of its Addons and their upgrade with the different versions of the Solution in accordance with the stipulations of the Article 7.

The Vendor undertakes to choose an open source license compatible with the PrestaShop software in order to allow the distribution of its Addons and their use by Customers. Compatible licenses are recalled in the [Development Standards](#). Any obfuscation of the source code of its Addons is prohibited.

Clear,

The Vendor undertakes to develop its Addons under an open source license and generally to respect the

Development Standards and the Vendor Guide.
He is solely responsible for their upgrade with new versions of the Solution.

5.2 Annual Fees for submitting and selling Addons

To submit and sell an Addon on the PrestaShop Marketplace or in the Back Office, the Vendor must first pay an amount of ninety-nine euros (€99) for each Addon.

This payment is valid for a period of twelve months and includes, within the limit of three submissions per day, all submissions which would be necessary to obtain validation of the Addon by PrestaShop as well as all updates and corrections carried out on an Addon.

Payment of annual fees is by recurring payment. In the absence of early termination by the Vendor, the annual fees will be automatically renewed for a subsequent period of twelve months.

This payment cannot be refunded.

Lack of payment of the annual fees entails the terminations detailed in Article 13.

Clear,

The sale of an Addon is subject to payment of ninety-nine euros (€99) for each Addon.

This payment includes as much submission and updating of the Addon as necessary.

In the absence of payment, the Addon concerned is delisted from the PrestaShop Marketplace and the Back Office.

5.3. Validation of Addons by PrestaShop

After payment of the annual fees, Vendor must send its Addons, the related documentation as well as the description of the Addons, to PrestaShop *via* the Submission Form, following the procedure indicated.

The Vendor selects the sales price he wishes to apply to his Addon, which cannot be lower than the minimum price set by PrestaShop per Category and/or Sub-Category.

When the Submission Form is sent, PrestaShop processes the examination for validation of the Addon and its Selling price.

PrestaShop reserves the right to refuse to reference an Addon.

The decision of validation or refusal is notified by email to the Vendor. In the event of refusal, the Vendor may make the necessary corrections, at its exclusive expense, before a next submission.

Clear,

To submit their Addons, the Vendor uses the Submission Form. PrestaShop examines the Addon and its sale price, which cannot be lower than the recommended price per Category/Sub-Category.

PrestaShop may refuse to reference an Addon.

Whatever the decision, it is notified by e-mail to the Vendor.

6. SEO on the PrestaShop Marketplace

Addons are distributed on the PrestaShop Marketplace and in the Customer Back-office in accordance with the [General Customer Conditions](#) of which the Vendor declares to have read.

6.1. Addon SEO

Addons are referenced in the Catalog by Category and Sub-Category.

The Vendor may offer the listing of its Addons within a specific Sub-Category. PrestaShop is free to accept or refuse this proposal.

For the referencing of an Addon, PrestaShop takes into account the following objective criteria in particular:

- The title of the Addon defined by the Vendor;
- The description provided by the Vendor in the product sheet;
- Addon category;
- Addon performance (determined by the number of downloads);
- The presence of positive and/or negative comments from Customers;
- Last update;
- The response rate to after-sales service, the responsiveness and quality of the after-sales service provided by the Vendor;
- The seniority and experience of the Vendor;
- Compliance with these T&Cs and the professionalism of the Vendor towards Customers.

Furthermore, Vendors can promote their Addons on the PrestaShop Marketplace via a paid referral. These are distinguished from other Addons by their differentiated display and priority listing.

Publication and management of customer comments are carried out *via* the solution [Verified Reviews](#).

Clear,

Addons are listed on the PrestaShop Marketplace and in the Merchant Back Office by Category and Sub-Category, according to criteria established by PrestaShop such as Customer comments and the quality of after-sales service.

6.2. Vendor Referencing

The Vendor benefits from a "Conqueror", "Captain" or "Superhero" status assigned according to the Expertise Scale system calculated on the basis of the following criteria:

- its seniority;
- the average rating of its product catalog (customer rating);
- the number of positive ratings received (4 stars and above);
- the quality of its support (responsiveness and quality of response).

If PrestaShop does not have data on the Vendor, he does not benefit from any status.

Expertise levels are calculated automatically on a weekly basis and are based on data spanning several months. Each Vendor can have access to details of their status from its Vendor Account.

The criteria of the Expertise Scale can be modified at the discretion of PrestaShop. The Vendor is informed in advance of each change.

Clear,

PrestaShop uses an Expertise Scale to guide Merchants on the Marketplace. This Scale uses criteria set by PrestaShop to assign a status to the Vendor.

The Vendor can consult the details of his status from his Back office.

6.3. Preferential listing of official PrestaShop Partners

Addons distributed by official PrestaShop partners having entered into a partnership agreement in force with PrestaShop may benefit from preferential listing on the PrestaShop Marketplace.

This preferential listing may take the form of specific promotion, a privileged position in search results or Marketplace categories, or any other device intended to increase their visibility. This listing constitutes one of the benefits attached to the status of official PrestaShop Partner.

Clear,

Addons from official PrestaShop partners may benefit from preferential listing on the Marketplace.

This benefit is attached to the status of official Partner.

7. Obligation to provide Business Care

When purchasing an Addon, the Vendor must provide the Customer with a Business Care service for a minimum period of twelve months according to the financial terms described in Appendix 2.

7.1. Services and duration of Business Care

The Business Care service applies per Addon and per Merchant Site.

The Business Care service included:

- After-Sales Service (After-Sales Service)
- free functional updates of the Addon;
- paid functional updates of the Addon;
- Security updates of the Addon.

The Business Care service is provided for a period of twelve (12) months from the date of purchase of the Addon by the Customer. The Vendor undertakes to provide the Business Care service continuously throughout the duration of the Customer's subscription, except in the event of reimbursement or deactivation of the Business Care service by the Customer.

The Vendor acknowledges that the Customer may terminate his subscription to the Business Care service at any time without notice or penalty. The Business Care service is then terminated at the end of the current subscription period. The Vendor undertakes to provide the services until the expiration of the current subscription. Each annual subscription started is due.

If the Module is deactivated for any reason, the Customer's Business Care subscription will automatically terminate, without notice or possibility of retaining the services.

Upon termination, the Vendor will no longer be required to provide the Business Care service for the Addon concerned.

If a Customer wishes to reactivate a Business Care service on an Addon that they have previously canceled, this reactivation generates a financial increase on the initial price applied according to the financial conditions provided for in Appendix 2.

Clear,

The Vendor undertakes to provide the Business Care service to its Customers for any Addon purchased for a minimum period of 12 months.

7.2. After-sales service

After-sales service is a technical service including assistance with the installation and configuration of the Addon. As such, the Vendor undertakes to:

- respond to Customers' questions and complaints within one (1) working day, excluding periods of temporary cessation of activity duly notified to Customers. Automatic responses sent by Vendors are not considered valid;

- to provide all necessary assistance to resolve any anomalies within a maximum period of thirty (30) working days following the Customer's request or, failing that, to reimburse the Customer the price of the Addon.

The Vendor may refuse to provide after-sales service only in the following cases:

- Customer complaints or corrections of anomalies do not relate directly and exclusively to the Addon concerned;
- the Customer's request relates to an intervention on the Merchant Site or concerns Third Party Services;
- the version of the Merchant Site does not correspond to the compatible versions announced on the product sheet of the Addon on the date of purchase;
- the Merchant Site includes additional developments contrary and incompatible with the installed Addon;
- the Customer has carried out specific developments, modifications to the source code or source files of the Addon or the Solution.

In the event of a failure of the Addon, the Vendor may offer and/or communicate a free update or a paid functional update of the Addon.

Clear,

The after-sales service is purely technical in nature and includes assistance with the installation and configuration of the Addon.

The Vendor responds to Customer requests within one working day (excluding periods of cessation of activity notified to Customers) and to make any correction necessary for the security of the Addon within 30 working days or, default, reimburses the Customer.

7.3. Update Services

For the duration of the Business Care service, the Vendor provides its Addon Customers with free Update services relating to its Addons within the following timeframes:

Update type	Purpose of the update	Completion time
Free functional update	The correction, optimization or improvement, technical or functional, of the existing functionalities of an Addon	Six (6) months from the start of production of the new minor version of the Solution
Paid functional update	Adding new features, improving interfaces and optimizing performance by partially or	Six (6) months from the start of production of the new major version of the Solution

	completely rewriting the Addon's computer code	
Security update	Correction of an Addon security vulnerability	Forty-eight (48) working hours from notification of the vulnerability

It is specified that Addons developed only for version 1.6 of the Solution are not affected by the obligation to carry out Compliance Updates with the latest minor versions 1.7 and future major versions.

7.4 Breaches of Business Care obligations

If the Vendor does not respect the deadlines and obligations under the Business Care service, PrestaShop reserves the right to:

- suspend and delist the Vendor;
- validate Customers' requests for reimbursement of the price of Business Care services;
- reimburse Customers for the amounts paid by them for Business Care, it being specified that PrestaShop will deduct these amounts from the amounts owed to the Vendor for sales of its Addons.

In these cases, the subscription to the Business Care service on the Addon concerned will be terminated.

Clear,

In the event of failure to fulfill its obligations under Business Care, PrestaShop may suspend/delist the Vendor, validate the Customers' request for reimbursement of the price of the Business Care service and reimburse the Customers for the sums paid to the Vendor in this respect, without his consent.

The Business Care service relating to the Addon will be automatically terminated.

8. Commissioning terms

The Vendor acknowledges that PrestaShop is solely authorized to receive payment from Customers for the price of Addons and Business Care services.

PrestaShop then proceeds to pay the amounts due to the Vendor in accordance with the authorization granted to it by the Autorité de Contrôle Prudentiel et de Résolution (ACPR).

The Vendor may at any time consult the balance and details of movements in his Vendor account.

8.1. PrestaShop remuneration

PrestaShop charges the following commissions, excluding VAT, on the price of Addons and Business Care services:

Sale completed	Commission charged by PrestaShop
Sale of Addons on the PrestaShop Marketplace	Detailed in Appendix 1
Sale of the Business Care of an Addon on the PrestaShop Marketplace	Detailed in Appendix 2
Sale of an Addons and Business Care on the Back Office	50% of the sale price of Addons and Business Care
Sale of Addons and Business Care during a Showcase (Article 10)	50% of the sale price of Addons and Business Care
Sale of Addons in a pack (Article 11)	50% of the sale price of the Addons
Sale of Addons during a promotional operation initiated by PrestaShop (Article 11)	40% of the sale price of the Addons and Business Care
Sale of Addons during a promotion set up by the Vendor (Article 11)	40% of the sale price of Addons and Business Care

It is specified that the links displayed in the Back-office of Merchant Sites following a search (and not being links already visible in the Back-office outside of a search) are not subject to the commission of 50%.

It is also specified that in the event of a commercial discount or promotional action on the Catalog Price carried out at the initiative of PrestaShop, the calculation of the Commission will be fixed on the Sale Price. Commercial discounts and promotional actions taken at the initiative of PrestaShop cannot result in a discount on the Catalog Price of more than 10%.

The PrestaShop Commission on an Addon or Update Service sale (offers Business Care excluded) cannot be less than ten (10) euros excluding tax.

8.2. Payments to the Vendor

PrestaShop undertakes to pay the Vendor, in euros, all sums received from the sale of Addons or the service Business Care, less, cumulatively :

- its commission detailed in Appendix 1 ;
- any reimbursements made for the benefit of Customers ;
- any debts owed by PrestaShop for any reason whatsoever, which may be offset by operation of law in accordance with articles 1347 et seq. of the French Civil Code.

Payments are made by PrestaShop either to the Vendor's bank account (article 8.2.1. below) or to the Vendor's Stripe account (article 8.2.2. below).

In the event of failure by the Vendor to fulfill its obligation of good faith within the framework of the contractual relationship or in the event of obvious or serious fraud, PrestaShop reserves the right to refuse

payment of the sums collected for the sale of Addons and/or the service Business Care. As such, PrestaShop also reserves the right to refuse refunds requested by Customers.

8.2.1. Payments to the Seller's bank account. The Vendor is responsible for updating and managing the banking information on his Vendor account.

The Vendor acknowledges and accepts that certain transfers may give rise to bank charges levied by the bank.

Invoicing terms: Payments are made by PrestaShop upon presentation of an invoice established according to the following terms:

- the invoice must be presented to PrestaShop no earlier than forty-five (45) days from the notification of the sale on the PrestaShop Marketplace and no later than five (5) years and 45 days from the said sale,
Furthermore, the Vendor acknowledges that:
 - The download must not have been canceled by PrestaShop;
 - the total amount due to Vendor must be equal or greater than one hundred (100) euros excluding taxes, except the last key bill closing your Vendor account ;

The Vendor is deemed to have waived any payment from PrestaShop as long as no invoice has been issued by him within the period of five years and forty-five days mentioned above.

Notwithstanding the above, if a Customer makes a request for reimbursement of the selling price of an Addon within the aforementioned forty-five (45) day period, the billing time is suspended until reimbursement in order to take this reimbursement into account in the calculation of the commission.

If a Customer makes a request for reimbursement after the said period of forty-five (45) days, the amount reimbursed will be deducted from the next payment to the Vendor.

8.2.2. Payments to the Vendor's Stripe account. PrestaShop offers Vendors established in Europe and the United Kingdom the possibility to create a Stripe account dedicated to payments by PrestaShop resulting from their Sales.

Creating a Stripe account: The steps involved in setting up a Stripe account are as follows:

1. The Vendor accesses the Stripe account creation option via the hyperlink available on his Vendor account.
2. The Vendor enters the information required by Stripe to create an account. Stripe collects identity and banking information.

The Vendor is advised that Stripe is not available in the countries listed here.

When creating an account, the Vendor acknowledges that he has read and accepts the general terms and conditions relating to the use of Stripe services.

3. Once the information has been verified and validated, Stripe confirms the creation of the account.
4. Stripe informs PrestaShop of the creation and activation of the Vendor's Stripe account, thus enabling PrestaShop to make payments into this account. PrestaShop will also notify the Vendor.
5. The Vendor will be able, at any time and independently via his Vendor account, to consult his balance, check the transfers made and modify the information provided.

Receipt of collected funds: Collected funds, directly transferred to the Vendor's Stripe account, will be temporarily blocked for a period of forty-five (45) days from the notification of a sale on the PrestaShop Marketplace.

At the end of this forty-five (45) day period and every first day of the month, PrestaShop will issue an invoice in the name and on behalf of the Vendor, release the funds collected to the Vendor's Stripe account and indicate the invoice as paid.

Notwithstanding the foregoing, if a Customer requests a refund of the purchase price of an Addon, the funds collected for the refund will be taken directly from the Vendor's Stripe account.

Acceptance of Billing Mandate: The Vendor acknowledges and fully accepts that PrestaShop will generate the invoices relating to the sums collected in respect of the sale of Addons or the Business Care service to the Vendor, less any refunds made to Customers and its commission due. The terms and conditions of this self-billing are specified in the billing mandate in Appendix 4.

Clear,

PrestaShop undertakes to pay the Vendor the proceeds of its sales after deducting the commissions applied by PrestaShop and any reimbursements made to Customers.

Invoices are sent to PrestaShop by Vendors via their Vendor account after a period of 45 days after the sale of the Addon.

In addition, Vendors based in Europe and the United Kingdom also have the option of collecting payments directly into their Stripe account, created in accordance with the defined terms and conditions. By creating a Stripe account, the Vendor acknowledges that he/she has read and accepts Stripe's general terms and conditions of use.

9. Customer complaints and reimbursements

Any complaint from a Customer is transmitted to the Vendor *via* his Vendor account.

The Vendor undertakes to regularly consult his Vendor account and to correspond with Customers for the processing of their complaints only through the Vendor account messaging tool.

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

- the Addon has not been downloaded;
- the Addon presents technical malfunctions and the Customer has previously unsuccessfully contacted the Vendor for after-sales service;
- the product sheet and/or the demonstration of the use of the Addon misled the Customer about the essential qualities of the Addon which led him to contract.

The reimbursement of an Addon systematically results in the reimbursement of the subscription to the Business Care service as well as its termination.

In the event that the Vendor does not process Customer complaints using the messaging tool of his Vendor account, the complaints will be considered as not having been processed and PrestaShop will be free to reimburse the Addon to the Customer concerned.

For payments made by Customers through PayPal, the Vendor acknowledges that reimbursement can be made at the initiative of PayPal in accordance with their dispute procedure, without possible intervention from PrestaShop.

Clear,

The Vendor must consult his Vendor account and process Customer complaints only *via* the messaging of his Vendor account.

If the Addon purchased by the Customer has not been downloaded or if it presents unresolved technical malfunctions despite the intervention of after-sales service, the Customer has one month after purchase to request a refund.

The refund concerns the price of the Addon and the price of the Business Care subscription, which will be terminated.

10. Buying Vendor Promotion

Promotions allow the Vendor to choose the Addons that they wish to position as a priority on the PrestaShop Marketplace, for a specific period of time.

Vendors request the purchase of a Promotion directly via their Vendor account.

The Vendors acknowledge that:

- PrestaShop is free to refuse the purchase of a Promotion;
- the availability of the Promotion is not guaranteed over the period desired by the Vendor;
- the purchase of Promotions does not guarantee an increase in sales for the Vendor;

- the Promotion commits the Vendors to make the Addon concerned available for sale;
- in the event of delisting of the Addon during the Promotion period, the purchase of the Promotion will not be refunded;
- Reimbursement of the Promotion can be requested exclusively in the event of non-compliance with PrestaShop's display obligation.

Once the reservation is validated by confirmation and payment from the Vendor, PrestaShop proceeds to the Promotion of the Addon on the reserved page(s).

For any reservation on the Category or Sub Category page, the Promotion:

- is displayed when the Customer has clicked on the relevant Category in the main menu;
- is displayed when the Customer has selected the Category in the faceted navigation tool;
- is not displayed when the Customer goes to the Category using the search bar.

Clear,

The Vendor can purchase a Promotion service via their Vendor account in order to prioritize positioning their Addon on the Marketplace for a specific period of time. PrestaShop reserves the right to refuse the sale of the service and not to reimburse the Vendor for the price of the service if its Addon were to be delisted.

The Vendor can only request a refund if PrestaShop does not respect its obligation to display the Addon.

Promoting an Addon does not in any way guarantee a higher number of sales.

11. Promotional sales

The Vendor can carry out promotions of 5 to 20% on the List Price of each of its Addons.

This promotion is limited to twenty-one (21) days per year for each Addon and valid for a period of 1 month from implementation.

These promotional operations initiated by the Vendor cannot be combined with other ongoing promotional operations and are not applicable to the Business Care service.

At the suggestion of PrestaShop, the Vendor may market its Addons in packs composed of several Addons. Each Addon in the pack is technically independent and a pack is equivalent to one product ordered.

As part of seasonal and one-off promotional operations, PrestaShop may, on its initiative and at its sole discretion, select from the Vendor's Catalog, a Business Care Module or service eligible for its own promotional campaigns. The Commissions applicable to these sales are determined in Appendix 1.

Clear,

The Vendor can carry out promotions of 5 to 20% on the List Price of each of its Addons, excluding Business Care. This possibility is limited to 21 days per year for each Addon.

He can only market his Addons in the form of a pack of several Addons at the suggestion of PrestaShop.

PrestaShop reserves the right to apply promotions to an Addon from the Vendor's Catalog. PrestaShop Commissions are then determined by article 8.

12. Dereferencing Addons or a Vendor

PrestaShop reserves the right, at any time, to modify the conditions of access, listing, visibility and maintenance of Addons and Vendors on the Marketplace, in particular for technical, commercial, editorial, economic or strategic reasons. These decisions fall within the scope of PrestaShop's management and organization of the Marketplace and are taken in compliance with applicable legal provisions, in particular competition law.

PrestaShop notifies the Vendor by e-mail or by messaging their Account.

12.1. Dereferencing one or more Addons

PrestaShop may dereference one or more Addons temporarily or permanently in the event of:

- (i) absence of sale of one or more Addons from the Vendor for an uninterrupted period of two (2) months;
- (ii) high after-sales contact rate due to Addon malfunction, leading to a complaint and/or request for reimbursement;
- (iii) non-payment of annual fees.

PrestaShop may also delist an Addon or a Vendor, temporarily or permanently, in the event of:

- (i) non-compliance with Development Standards;
- (ii) existence of design or operating anomalies or security vulnerabilities of an Addon likely to alter the operation of theSolution or which would not be corrected by the Vendor;
- (iii) viruses or malicious code within one or more Addons;
- (iv) description of one or more Addons contrary to public order, good morals, insufficient or which would be likely to cause confusion or harm the interests or image of PrestaShop;
- (v) redirection by the Vendor of Internet users from the prestashop.com site or the PrestaShop Marketplace to Merchant Sites or any sites promoting products identical or similar to the Addons;
- (vi) communication by the Vendor of insufficient or poor quality graphics;
- (vii) publication or making in public of defamatory, denigrating or insulting remarks on PrestaShop, the PrestaShop Marketplace, or another Vendor or a Customer;
- (viii) non-compliance with third party rights, including violation of intellectual property rights;
- (ix) non-compliance with legal requirements in force in the countries in which the Addon is offered;

- (x) non-compliance with a provision of personal data legislation (GDPR) such as a serious breach of data confidentiality or data security;
- (xi) lack of professionalism, in particular through the use of inappropriate language, towards Customers or PrestaShop teams;
- (xii) non-compliance with obligations relating to the provision of the Business Care service;
- (xiii) redirection of correspondence with Customers to messaging other than that of the PrestaShop Marketplace;
- (xiv) any unfair practice detrimental to the interests of another Vendor, in particular by denigrating, misappropriating or altering its offers, or by creating tools intended to limit or harm the use or performance of its products or services;
- (xv) and more generally any violation of these T&Cs or of the obligation of good faith within the framework of the contractual relationship which binds the Vendor to PrestaShop;
- (xvi) PrestaShop's decision to organize or reorganize the Catalog according to editorial, technical, commercial or strategic criteria.

The above list is not exhaustive.

12.2 Dereferencing procedure

If applicable, PrestaShop notifies the Vendor in advance by e-mail or via his Vendor account of the alleged violations and the delisting decision.

In the event of a serious breach of the obligation of good faith by the Vendor or in the event of obvious fraud, PrestaShop may delist the latter without prior notice and without notice, subject to informing the Vendor as soon as possible following the delisting.

In the event of suspension of the Vendor, all of its Addons are delisted.

It is up to the Vendor to save all the data in their Vendor account as well as to request payment in accordance with article 8.2.

Clear,

PrestaShop may suspend a Vendor or an Addon from the Marketplace at any time.

PrestaShop may delist an Addon in the event of no sale of this Addon for an uninterrupted period of 2 months, a malfunction of the Addon leading to a high post-sale contact rate or a complaint from a Customer or non payment of the annual fees.

PrestaShop may delist a Vendor in particular in the event of non-compliance with the T&Cs, lack of professionalism, violation of a legal provision, redirection to sites competing with PrestaShop and violation of third party rights.

PrestaShop informs the Vendor in advance of the alleged violations giving rise to delisting. In the event of a breach of its obligation of good faith or obvious fraud, PrestaShop may delist it without

formal notice and without prior notice.

It is up to the Vendor to save their data and request payment in the event of delisting of their Addon or profile on the Marketplace.

13. Termination and consequences

13.1. Closure of the account by the Vendor. The Vendor may close his Account at any time, without penalty, from his Vendor Account.

At the end of the contractual relationship, PrestaShop delists the Vendor's Addons and ceases their distribution on the PrestaShop Marketplace and within the Back Offices of the Merchant Sites.

As a result, it is up to the Vendor to back up their data as well as to request payment in accordance with Article 8.2.

Furthermore, the Vendor acknowledges that an Addon not subject to payment annual fees is delisted from the PrestaShop Marketplace and the Back Office at the end of the current twelve-month period. On this date, the data relating to the dereferenced Addon will no longer be accessible by the Vendor; it is up to him to back up his data.

However, whatever the cause of termination, the Vendor acknowledges and accepts that:

- the Customer having purchased the Addon prior to termination may continue to use the Addon under the terms of the license granted, regardless of the end of contractual relations with PrestaShop;
- the download of Addons remains available to Customers who have placed an order before the end of contractual relations between PrestaShop and the Vendor;

In order to allow the parties to settle their accounts, the Vendor will only be able to request payment from PrestaShop of the results of its Addon sales remaining due on the day of termination after a period of 3 (three) months from the written notification of the end of contractual relations.

13.2 Automatic closure of the Vendor Account in the event of prolonged inactivity. In the event of inactivity by the Vendor on his Vendor account for a period of five (5) years, the account concerned and all related data will be anonymised. This anonymisation will result in the removal of any possibility for the Vendor to access its data, as well as the complete deactivation of the account.

The Vendor acknowledges and accepts that in the event of inactivity exceeding this period of five (5) years, his Vendor account and all associated data will be irrevocably anonymised, in accordance with the stipulated provisions. No access or recovery of this data will be possible after this process.

Clear,

The Vendor may terminate the contractual relationship at any time, the Vendor's Catalog is then dereferenced.

Failure to pay the annual fees results in the delisting of the Addon concerned at the end of the current period. At the time of delisting, the Vendor will no longer have access to the data in this Addon.

Upon termination for any reason, Customers may continue to download and use Addons purchased prior to Vendor's termination.

The Vendor can recover the sum of the results of his sales after a period of 3 months.

In the event of inactivity for more than 5 years, the Vendor acknowledges that his Vendor account and all data contained therein will be anonymized.

14. Intellectual property

14.1. No transfer of intellectual property rights

PrestaShop is the owner of the intellectual property rights relating to the PrestaShop Marketplace, in particular relating to the software platform and the graphic elements of the PrestaShop Marketplace.

The present T&Cs does not carry out any transfer of ownership, each party retains all of its intellectual property rights.

Consequently, the Vendor undertakes not to infringe in any way whatsoever the intellectual property rights held by PrestaShop or by other Vendors on the Addons. The display of a brand in the title of a Module is only authorized when this use is necessary in order to identify and characterize the service provided or to which the Module allows access.

In particular, it is prohibited to use the PrestaShop brand in a domain name.

Clear,

PrestaShop owns all intellectual property rights relating to the Marketplace

The T&Cs do not carry out any transfer of ownership for the benefit of the other party. The Vendor is prohibited from using the PrestaShop brand in a domain name.

14.2. License grant of Addons to PrestaShop

For the purposes of operating the PrestaShop Marketplace, Vendor grants to PrestaShop, for the duration of the commercial relationships, a non-exclusive and free basis:

- all the rights necessary to carry out the Services and in particular the right to carry out any IT operation, to reproduce, represent, disseminate, distribute, and promote in all forms and all known means the Addons and any element subject to intellectual or industrial property rights (logo, brand, texts, images);
- the right to sublicense to Customers a non-exclusive license to use Addons, limited to a single Merchant Site and valid for the entire duration of the copyright upon downloading the Addon.

The Vendor acknowledges that the license attached to Addons can be the subject of a transfer in case of:

- collaboration between a Merchant and a technical Service Provider : the Merchant or the Service Provider can transfer the Addon and its user license to the other;
- transfer of Merchant Site of a Customer.

Within the framework of these exceptions, the transfer of the Addon can only be carried out if it is accepted by its beneficiary. The transfer of the Addon includes, where applicable, the Business Care service of the Addon.

As of the transfer, the Customer at the origin of the transfer will no longer have access to the Addon or its management.

The financial compensation for this concession is included in the remuneration of the Vendor as provided for in article 8 of these T&Cs.

This license granted to PrestaShop continues after the termination of contractual relations in accordance with the stipulations of article 13 hereof, for Customers who have ordered an Addon of the Vendor before the end of the contractual relationship between PrestaShop and the Vendor concerned.

Clear,

The Vendor grants PrestaShop all the rights necessary to provide the Service and the right to sublicense the use of Addons to Customers.

The license to use Addons can only be transferred in the case of a collaboration between a Merchant and a technical Service Provider or a transfer of a Merchant Site by a Customer.

The financial consideration for this license grant is included in the financial terms of these T&Cs.

This license grant continues after the termination of the Services by the Vendor to allow Customers to use the Addon.

15. Responsibility

PrestaShop will make its best efforts to make the download of Addons accessible from its website 24/7, without interruption other than those required for the purposes of curative or evolutionary maintenance of the PrestaShop Marketplace.

PrestaShop does not provide any particular guarantee to the Vendor as to the uninterrupted operation of the PrestaShop Marketplace and the Vendor's account or that a correction can be made to difficulties or reported incidents.

PrestaShop declines all responsibility in the event of use of the PrestaShop Marketplace by a person, other than the Vendor or a person authorized by him, with his identifiers.

The Vendor assumes full responsibility for damage resulting from the use of its Addons by PrestaShop or by a Customer. Consequently, the Vendor undertakes to guarantee PrestaShop against any conviction or costs which could be imposed on it due to damage suffered by a Customer following the use of its Addons or counterfeiting of an Addon.

Under no circumstances may PrestaShop be required to repair damage of an indirect nature, such as, without this list being exhaustive: loss of income, loss of customers, damage to image or reputation, damage to an intellectual property right, a drop in the number of downloads of the Vendor's Addons, false or bad information communicated by the Vendor relating to its Addons, etc.

In any event, the liability that PrestaShop may incur for any reason whatsoever, cannot, except for fraud or gross negligence, exceed 15% of the total amount invoiced by the Vendor to PrestaShop during the last 12 (twelve) months preceding the fact generator of PrestaShop's liability.

Clear,

PrestaShop strives to make the Marketplace accessible 24/7 but does not provide any guarantee of uninterrupted operation.

The Vendor assumes full responsibility for damage resulting from the use of its Addons by PrestaShop or a Customer. It guarantees PrestaShop against any conviction imposed on it following the use of its Addons or counterfeiting of an Addon.

PrestaShop's liability cannot be sought for damage of an indirect nature and cannot exceed 15% of the total amount invoiced by the Vendor to Prestashop during the 12 months preceding the disputed event.

16. Guarantees – Guarantee of non-eviction

The Vendor declared and guaranteed :

- that its Addons fully comply with Development Standards, do not contain any viruses or other malicious codes, and are compatible with all legal and regulatory provisions in force. The Vendor therefore refrains from including in the description of its Addons any element contrary to the public order or regulations in force ;

- that he holds all the rights, in particular intellectual property, necessary for the execution of the T&Cs and especially having concluded or regularized transfers or licenses of rights with all third parties who can or could hold rights to all or part of the Addons ;
- that its Addons do not infringe or infringe any copyright, patent, trademark, or any other intellectual property right belonging to a third party.

Consequently, the Vendor undertakes to fully indemnify and guarantee PrestaShop against any convictions, costs (in particular advice and procedures) and accessories which could be liable for the inaccuracy of the declarations and guarantees made in this article.

The Vendor furthermore undertakes to immediately inform PrestaShop of any complaint made by a third party relating to one of its Addons, so that PrestaShop can proceed with the dereferencing of the Addon in dispute.

Clear,

The Vendor guarantees PrestaShop that its Addons comply with the Development Standards, the legislation and that it holds all the rights, in particular intellectual property, to execute these T&Cs.

In the event of a conviction or costs incurred by PrestaShop due to the non-compliance of an Addon from the Vendor for any reason whatsoever, the latter undertakes to guarantee PrestaShop.

17. Personal data

Information relating to the collection and processing of personal data that we carry out is detailed in our [Personal data protection policy](#).

The Vendor is informed that its Addons must comply with all legal requirements in force in all places where it is made available.

The Vendor is solely responsible for compliance with the rules for the protection of personal data for data that it may be required to process via its Addons. As such, it implements all necessary measures to comply with its obligations, in particular by making available Customers a confidentiality policy or information note relating to the protection of personal data in accordance with the requirements of and GDPR.

The Vendor acknowledges and accepts that he is solely responsible for the information he provides to PrestaShop, and consequently to Merchants, relating to the collection, or not, of personal data carried out by his Addons.

Clear,

Personal data is processed in accordance with the [Personal data protection policy](#).

The Vendor undertakes to make its Addons compliant with current legislation regarding personal data.

18. Force majeure

PrestaShop may suspend the PrestaShop Marketplace in the event of the occurrence of an event beyond its control, a case of force majeure as defined by the case law of the French courts, or due to the action of a third party.

19. Evidence Convention

Computerized records kept in PrestaShop systems in compliance with state-of-the-art security rules will be considered as evidence.

Archiving is carried out on a medium likely to ensure the faithful and durable nature required by the legal provisions in force. It is agreed that in the event of a discrepancy between the computerized registers of PrestaShop and the documents in paper or electronic format available to the Vendor, the computerized registers of PrestaShop will be authentic.

The Vendor recognize, as a convention on proof, the probative value:

- the system for counting the number of downloads;
- information communicated on the Middle-office;
- exchanges between Vendors and Customers on the Middle-office;

These elements constitute proof of transactions and contractual relations between the Vendors and the Customers on the one hand, and between PrestaShop and the Vendor on the other hand.

Consequently, the Vendor is informed and accepts that PrestaShop will receive a copy for information of correspondence exchanged between it and Customers via the PrestaShop Addons messaging tool.

Clear,

The computerized records (including the download accounting system, information communicated on the Vendor account and exchanges between Vendors and Customers) are kept by PrestaShop and are considered as proof. In the event of a discrepancy between the records of PrestaShop and the Vendor, those of PrestaShop take precedence.

20. Applicable law – Competent courts

These T&Cs are subject to French law.

Any dispute that may arise from the interpretation or execution of these T&Cs will be submitted, prior to any legal procedure, to the mediation of a mediator designated by the most diligent party. If mediation is not successful, the dispute will be subject to the exclusive jurisdiction of the Paris Commercial Court.

21. Independence of the parties

The parties remain independent of each other. No stipulation of these T&Cs has the object or purpose of creating any partnership, mandate, representation or subordination between PrestaShop and the Vendor.

22. Cession

The Vendor Services subscription is exclusively personal and cannot be the subject of any transfer free of charge or for a fee.

PrestaShop reserves the right to transfer the Service to any successor or third party, including in the form of a change of control, merger, consolidation or restructuring.

ANNEX 1: Percentage received by the Vendor on the sale price of Addons

1. Classic percentage

In compliance with article 8 here of T&Cs, PrestaShop applies a decreasing Commission according to the turnover achieved by Vendors with the sale of their Addons. The levels and percentages applicable to the sale of Addons are provided in the following table:

Percentage of the Sales Price received by the Vendor for Addon sales

Levels of turnover achieved by the Vendor	Classic percentage received by the Vendor
> 400 000 €	81%
200 000€	75%
100 000€	71%
50 000€	70%
20 000€	67%
10 000€	65%
5 000€	63%
0€	60%

2. Temporary special percentages

By way of derogation from the classic percentages as detailed above, the following temporary special percentages will apply for six (6) months to any Vendor registered after the entry into force of these presents T&Cs and using the Marketplace services as follows:

- seventy-five percent (75%) of the price of the Addons for the new registered Vendors using the PrestaShop Marketplace;
- seventy-five percent (75%) of the price of the Addons for Vendors wishing to sell their Addons again on the Marketplace after having ceased all activity on the latter. The benefit of this percentage is only applicable once and only in the event of total cessation of the use of the Marketplace services by the Vendor for a period of at least six (6) months.

Beyond the period of six (6) months during which these special Percentages will apply, the Classic Percentages as detailed above will apply.

The calculation of the Percentages is carried out each month. The percentages applicable will be determined based on the figure business carried out by the Vendor over the previous six (6) months

ANNEX 2: Financial terms relating to the Business Care service

1. Price of the Business Care service on the PrestaShop Marketplace

The price of the Business Care service is set by default at forty percent (40%) of the price of the Addon alone for the twelve months.

In the event of renewal of the Business Care service, the price of the service is set at:

- forty percent (40%) of the price of the Addon alone when renewal takes place during the current subscription period;

- An additional increase of ninety five percent (95%) of the price of the Addon alone when the renewal takes place after the expiration of the duration subscription in progress. This increased price is applied for a period of 12 months only.

At the end of these 12 months, in the event of renewal of this subscription, the price of the Business Care service for the following years will again be set at 40% of the price of the Addon alone.

In the event of a change in the price of an Addon, the price charged for the Business Care service will remain unchanged for Customers who purchased the Addon prior to the increase and have renewed the Business Care service without interruption during the period of subscription in progress. However, in the event of renewal of the service after the expiration of the duration subscription, the increase applied will be made on the price of the Addon alone in force on the renewal date.

For example:

	July 1, 2021	October 31, 2021	June 30, 2022	January 6, 2024	January 6, 2025
	Purchase of the Addon	Termination request	End of subscription	Resubscription	Tacit agreement
Addon price	49.99 €	49.99 €	49.99 €	49.99 €	49.99 €
Percentage applied Business Care	40% of the price of the Addon	-	-	40% + 95% increase	40 %
Amount in € of Business Care	20.00 €	-	-	67.48 €	20.00 €
Amount to be paid excluding tax by the Customer	69.99 €	0 €	0 €	67.48 €	20.00 €

2. Commissions on sales of the Business Care service

The Vendor will receive a commission of sixty percent (60%) of the price of the Business Care service.

PrestaShop will receive a commission of forty percent (40%) on the price of the Business Care service.

ANNEX 3: Conditions specific to Modules integrating Account, Billing and/or CloudSync APIs

1. Obligations of the Vendor

1.1. Development of Modules integrating Account, Billing and/or CloudSync APIs

To integrate the Account API or the Account, Billing and/or Cloudsync APIs into its Modules integrating Account, Billing and/or CloudSync APIs, the Vendor or its Technical Service Provider must, in addition, refer to the documentation available at the following link: <https://billing-docs.netlify.app>.

1.2. Distribution des Modules integrating Account, Billing and/or CloudSync APIs

The distribution of Modules integrating Account, Billing and/or CloudSync APIs must be under the [license AFL v.3.0](#).

The Vendor undertakes not to distribute the Module integrating Account, Billing and/or CloudSync APIs on its own website for the duration of these T&Cs in order to guarantee its compatibility with the Solution.

1.3. Cooperation

The Vendor undertakes to cooperate with PrestaShop throughout the duration of distribution of the Module.

The development and management of the Module may require the sending of information to carry out the necessary technical configurations. As such, the Vendor undertakes to contact the technical contact of PrestaShop to finalize the development of the Module. Otherwise, the Module may be rejected by PrestaShop.

The Vendor immediately notifies PrestaShop of any malfunction that could be linked to the integration of the Module into the Solution in order to enable it to correct it.

1.4. Financial counterpart

The Vendor acknowledges that the distribution of the Module entails the payment of all the sums mentioned in Article 2 of this Appendix.

2. Financial conditions

PrestaShop will receive remuneration amounting to 25% (twenty-five percent) of the price of the monthly subscription offered to Merchants for the use of the Module integrating Account, Billing and/or CloudSync APIs.

Payment of the price of the Module by the Merchants will be made by the payment service provider Stripe via the Billing API. The Vendor accepts that PrestaShop receives all of the amounts paid by the Merchants before paying the said amounts monthly, less the remuneration earned from PrestaShop.

3. Grant of license to use the APIs

The Account, Billing and CloudSync APIs are distributed under the [AFL license v.3.0](#). The Vendor undertakes to strictly respect the terms.

PrestaShop only grants the Vendor a simple non-exclusive use license. PrestaShop, which remains the owner of the rights attached to its APIs, can continue to use them freely.

The Vendor acknowledges that this grant of the right to use the APIs does not, under any circumstances, entail a transfer of the APIs by PrestaShop for its benefit nor can it be considered as a waiver by PrestaShop of its intellectual property rights.

The granting of rights attached to the Account, Billing and CloudSync APIs is deemed to occur on the date of acceptance of these T&Cs and for the entire duration of the T&Cs.

4. Conditions specific to the Cloudsync service

4.1. Cloudsync service purpose

Cloudsync is an interface allowing Vendors to access data from the Merchant Site sales and use of their Addons.

4.2. Conditions of access to the Cloudsync service

Access to the Cloudsync interface is exclusively reserved for Vendors.

Creating a Cloudsync account requires linking the Vendors' database to their PrestaShop Account. This action is carried out by PrestaShop, at the request of Vendors.

PrestaShop reserves the right to reject the connection request to the Cloudsync service, at its sole discretion.

Connection to the Cloudsync account is carried out via a hyperlink communicated by PrestaShop to Vendors.

4.3. Cloudsync Service Financial Terms

Access to and use of the Cloudsync account is free.

4.4. Using the Cloudsync service

Data from the Merchant Site, the sale or use of Addons by Merchants is aggregated in the Cloudsync account, which the Vendors acknowledge and accept.

4.5. Specific processing of data

Vendors using Cloudsync undertake to process data in accordance with the current legislation.

5. Responsibility of PrestaShop

PrestaShop's liability under this Appendix is limited to direct damage resulting from anomalies which may be contained in the Account, Billing and CloudSync APIs. If applicable, PrestaShop's liability will be limited to malfunctions of these APIs. Under no circumstances can PrestaShop be held responsible for possible direct or indirect damage suffered by the Vendor due to poor integration or configuration of the latter.

ANNEX 4: Billing Mandate

This Billing Mandate only applies to Vendors who meet the conditions of article 8.2.2 [Receipt of payments to the Vendor's Stripe account].

This billing mandate (the “**Mandate**”) is entered into between PrestaShop (the “**Agent**”) and the Vendor (the “**Principal**”).

PrestaShop offers to prepare and issue invoices in the name and on behalf of Vendors in order to simplify the relationship between PrestaShop and Vendors.

The Vendor agrees to entrust PrestaShop, in compliance with the applicable rules, with the preparation and issue of all its invoices relating to the sums received for the sale of Addons or the Business Care service to the Vendor, less any reimbursements made for the benefit of Customers and the commission due to PrestaShop (the “**Invoices**”).

1. Purpose of the Mandate

The Principal entrusts the Agent, who accepts, with the Mandate to draw up, in his name and on his behalf, all original, initial and/or rectifying Invoices relating to the sums received for the sale of Addons or the Business Care service to the Vendor, less any reimbursements made for the benefit of Customers and the commission due to PrestaShop.

This Mandate is drawn up in accordance with the regulations in force and in particular with the provisions of Article 1984 of the French Civil Code and Articles 242 nonies A-I and 289 I-2 of the French General Tax Code.

2. Duration of the Mandate

The Mandate takes effect on the date of acceptance of the General Terms and Conditions by the Principal.

It is concluded for an indefinite period.

Throughout the duration of the Mandate, the Principal undertakes not to contact any other agent for the performance of a similarly operation with regard to Invoices carried out via the Site.

The Principal may revoke the Mandate at any time, without giving any particular reason, by registered letter with acknowledgment of receipt sent to the Agent. In this respect, it is reminded that the conclusion of this Mandate is a necessary condition for the payment of sums received by the Principal by the Agent on his Stripe account. Consequently, revocation of the Mandate will make it impossible for the Agent to make these payments.

Similarly, the closure of the Principal's account for any reason whatsoever implies the revocation of this Mandate.

3. Obligations of the Agent

The Agent undertakes to issue Invoices in the name and on behalf of the Principal, in accordance with the information provided by the latter.

Invoices will be issued every first day of the month and made available to the Vendor directly to his account.

The Agent undertakes to ensure that Invoices bear the words "Invoice issued by [name and contact details of Agent] in the name and on behalf of [name/denomination of Principal]".

In the event of a request for rectification of the Invoice by the Principal, the Agent undertakes to issue a rectifying Invoice without delay.

With regard to the numbering of Invoices, the Agent undertakes to use a chronological and continuous numbering sequence, distinct for each Principal, or the numbering indicated by the Principal so that the Invoices fit into the sequence used by him for the invoices he issues himself.

4. Obligations of the Principal

The Principal acknowledges that it retains full responsibility for its legal and tax obligations in respect of invoicing for original and/or rectifying Invoices issued in its name and on its behalf by the Agent, in particular with regard to its VAT declaration and payment obligations.

In particular, the Principal is solely responsible for determining the rules applicable to invoicing and for transmitting the information required by the Agent so that it can draw up Invoices in compliance with the applicable regulations, these rules depend on the place where the provision of services is deemed to have taken place.

The Principal therefore expressly undertakes to :

- provide the Agent with a complete list of the information to be included on the Invoices as required by the applicable regulations in force;
- pay to the competent tax authorities the tax mentioned on the Invoices drawn up in its name and on its behalf;
- immediately claim the duplicate Invoice if it has not been made available by the Agent within the time limits and under the conditions specified herein;
- report any change in the information concerning the identification of its company.

The Principal has 5 days in which to contest the information contained in the Invoice issued in his name and on his behalf, and to request rectification from the Agent. If no objection is made within this period, the Invoice is deemed to have been accepted by the Principal.

5. Modifications of the Mandate

Any amendment to the present Mandate must be concluded in a similarly formal manner by all persons duly authorized for this purpose by the parties.

6. Applicable law and jurisdiction

Article 20 [Applicable law - Competent courts] of the General Terms and Conditions concerning applicable law also applies to this Mandate.