



## GENERAL TERMS AND CONDITIONS FOR SELLERS

### **Nota bene :**

**These Terms and Conditions are applicable to any Seller on January 27, 2022.**

#### **1. Option Zen**

**All terms and conditions relating to the Zen Option remain subject to the [former Seller Terms and Conditions of Use](#) which will continue to be applicable to Customers holding Zen Options in force on their Addons.**

The continuation of the Zen Option for Customers who have selected this option on the Seller's Addons shall not prevent the implementation of the Business Care service provided for in these Terms and Conditions for all Seller's Addons and for any new Customer.

Upon expiration of all Zen Options available to the Seller's Customers on its Addons, the Seller shall be released from all obligations related to the Zen Option.

#### **2. Amended provisions**

**The modifications to these General Terms and Conditions of Use for Vendor Addons concern:**

Article 4.5 : Temporary or permanent delisting of Sellers

Article 4.8 : Business Care Service

Article 4.10 : Addons on sale – special offers

Article 5 : Financial Terms

Article 9 : Personal data

### **Preamble**

PrestaShop SA is the designer and editor of an open source software solution, released under a free license (Open Software Licence [OSL-3.0](#)), allowing its Customers to create e-commerce sites in a quick and simplified way.

The basic version of this solution can be downloaded free of charge and conditions from the PrestaShop website, [www.prestashop.com](http://www.prestashop.com).

This solution is composed of an open and modulated architecture which allows each Customer to personalize his e-commerce site and add extra functionalities (Modules, as defined hereafter) or choose new commercial branding (Themes, as defined hereafter). Modules and Themes, which constitute the Addons, are marketed via the Catalogue (as defined hereafter).

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

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

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

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

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

Your module must comply with all the legal regulations in force in all the countries where you make it available, and not only with the provisions below. We invite you to contact a consultant to assist you.

#### **1. Definitions**

The terms defined hereafter shall carry, within the present terms and conditions (including this preamble), every time that they begin with an upper case letter, whether they are in the

singular or the plural, the meaning that is given to them hereafter.

**Addons:** refers to the Modules and Themes developed by the Sellers or PrestaShop and offered in the Catalogue.

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

**Application Form:** refers to the form required to register a Seller to PrestaShop Addons and to submit the following to PrestaShop for approval: their Addons, the related functional and technical documentation as well as any element needed for the distribution of Addons (logo, description, branding, etc.).

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

**Business Care:** Refers to the services provided by the Seller or PrestaShop to Customers who have purchased one of its Addons, consisting of After Sales Services (ASS) and Minor and Major Upgrades.

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

**Catalogue Prices:** refers to the price, excluding taxes, of an Addon as approved by PrestaShop, according to the proposal of the Seller at the time of submission of the Addon and among the prices recommended by PrestaShop. These prices are listed in euros on the Middle-office of PrestaShop Addons.

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

**Commission:** refers to the commission charged by PrestaShop for each sale of Addons and Business Care service. This commission is included in the Sales Price and is defined in Appendix 1 and Appendix 2.

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

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

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

**Customer:** refers to any individual or company that wishes to acquire one or more Addons on PrestaShop Addons.

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

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

**Internal control:** refers to the PrestaShop internal control process on Addons, exclusively related to the verification of their compliance with the Development Standards.

**Major update:** addition of a new feature or level upgrade of a new version of an Addon, such as set forth in Article 4.8.1.b).

**Middle Office:** refers to the administration interface of a Seller's account through which the latter may, in particular, submit its Addons to PrestaShop, consult the number of downloads, respond to Customer complaints and send PrestaShop its invoices.

**Minor update:** technical, security and debugging update, such as set forth in Article 4.8.1.b).

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

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

**Premium Seller:** Sellers bound to PrestaShop by a partnership contract.

**PrestaShop:** refers to the corporation with share capital of 339 501, 30 euros, the head office of which is located at 4, rue Jules Lefebvre, in PARIS (75009), registered at the Commercial Court Registry of Paris under the number B497 916 635.

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

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

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

**Selling Prices:** refers to the sale price of an Addon, excluding taxes, and chosen by the Seller at the time of the availability of the Addon on the marketplace. These prices include the purchase of the Addon and the associated Business Care service. These prices are displayed in Euros in the Middle-office.

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

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

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

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

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

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

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

## 2. Agreement to T&C

The use of PrestaShop Addons is subject to the Terms and Conditions that PrestaShop reserves the right to modify at any time, the modifications taking effect, according to the importance of the modification, after a minimum delay of fifteen (15) days from their publication on the PrestaShop Addons website as well as, if necessary, from their communication.

Full and entire assent, without reserve, is deemed to be given by the Seller to the Terms and Conditions as soon as they tick the box "I agree to the Conditions and Terms" during the creation of their account and upon each submission of a new Addon.

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

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

This declaration is crucial for contracting with PrestaShop, the Seller's remuneration having been established in accordance with the



exclusions and limitations of liability provided for in these Terms and Conditions.

### **3. Access to PrestaShop Addons, development and referencing requirements**

#### 3.1 Registration

The listing of a Seller's Addons is subject to his registration on the PrestaShop Addons website.

Information provided by the Seller must be accurate, complete and up to date.

The Seller is solely responsible for maintaining his login details and their confidentiality. PrestaShop waives any responsibility in case of the use of PrestaShop Addons by a person, other than the Seller or a person authorized by him, of his login details.

#### 3.2 Submission of Addons to PrestaShop

Sellers must provide their Addons, the related documentation and description of Addons, to PrestaShop via the Submission Form, by following the specified procedure.

Upon receipt of the Addons, PrestaShop shall carry out the Internal Control and approval of the Sales Price offered by the Seller. The Sale Price may not be lower than the minimum price set by PrestaShop per Category and/or Sub-Category.

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

According to the outcome of the Internal Control, and in order to ensure consistency of Addons offered in the Catalogue, PrestaShop reserves the right to reject the listing of an Addon. The approval or rejection shall be notified by email to the Seller in question.

#### 3.3 Development of Addons

Sellers are solely responsible for the development of Addons.

Sellers undertake to submit to PrestaShop, via the Submission Form, only Addons that comply with Development Standards, the rules established by the Seller Guide and to make any necessary corrections, if any, to the Addons at their own expense.

Sellers also bear sole responsibility for the development of Addons and in particular their upgrade in line with different versions of the Solution in accordance with the provisions of Article 4.8. The Seller shall be informed that any obfuscation of the source code of its Addons is prohibited. The Seller must choose an open source software license for the distribution of its Modules on PrestaShop Addons, their use by the Customers and the compatibility with the PrestaShop open source software.

### **4. Distribution of Addons**

#### 4.1 Availability of PrestaShop Addons

PrestaShop shall make its best effort in order to make the download of Addons available on its website 24 hours a day and 7 days a week without interruption other than that required for curative or evolutive maintenance of PrestaShop Addons.

PrestaShop does not guarantee the Seller an uninterrupted operation of PrestaShop Addons and Middle-office.

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

#### 4.2 Listing of Addons

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



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

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

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

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

The publication and management of comments are subject to the Notice Policy and Notice Processing on PrestaShop Addons.

#### 4.3 Management of Customer comments and reviews

The publication and management of Customer reviews are carried out with the Avis Vérifiés solution.

#### 4.4 Seller Referencing

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

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

The levels of expertise are automatically calculated on a weekly basis and shall take into consideration data that has been

collected over several months. Each Seller may access the details of such status in his administration interface.

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

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

#### 4.5 Temporary or permanent delisting of Sellers

In general, PrestaShop may temporarily or permanently suspend, at any time, listing of Sellers in PrestaShop Addons or any of their Addons, in order to maintain the consistency in its Catalogue in accordance with the criteria defined in Article 5.2. PrestaShop will then notify the Seller by email or through its Middle Office.

PrestaShop may also (temporarily or permanently) delist a Seller in the event of a breach of one or more of the provisions of the Terms and Conditions by the Seller, particularly in the following cases:

- (i) Non-compliance with Development Standards by the Seller;
- (ii) Presence of malfunctions or anomalies in the design of one or several Addons of the Seller which may alter the functioning of the Solution or damage the image or reputation of PrestaShop;
- (iii) Presence of a virus or any other malicious code in one or more Addons of the Seller;
- (iv) Distribution of a description of one or several Addons of the Seller which is contrary to public order, morality, insufficient or which might cause



- confusion or damage the interests or the image of PrestaShop;
- (v) Redirection by the Seller of internet users from the PrestaShop website to other commercial or non-commercial websites promoting similar or identical products to Addons;
  - (vi) Communication of insufficient or poor quality graphics by the Seller;
  - (vii) No downloads of one or more Addons of the Seller over an uninterrupted period of two (2) months;
  - (viii) Publishing or making public defamatory, derogatory or abusive statements about PrestaShop, PrestaShop Addons, or any of the other Sellers or a Customer;
  - (ix) Failure to respect the rights of third parties, including infringement of intellectual property rights;
  - (x) Failure to comply with the legal requirements of the countries in which the Addon is offered;
  - (xi) Failure to comply with a major personal data protection provision imposed by the applicable laws and in particular the GDPR, such as a serious breach of data confidentiality, data security, the rights of data subjects or the lawfulness of processing;
  - (xii) The non-respect of these T&C or the lack of professionalism, including the use of inappropriate language, with regard to the Addon Customers;
  - (xiii) Failure to comply with the obligations relating to the provision of the Business Care service as defined in Article 4.8;
  - (xiv) Redirection of Customer's correspondence relating to Addons to a messaging service other than that of PrestaShop Addons.

The Seller acknowledges that the above list is not exhaustive. Therefore, the Seller agrees that PrestaShop reserves the right to temporarily or permanently delist any Seller who fails to comply with its obligation of good faith in the context of the contractual relationship with PrestaShop. In this case, PrestaShop will notify the Seller of its decision to delist. In the case of a serious breach of the obligation of good faith or obvious fraud by the Seller, PrestaShop may delist the latter without prior notice and without formal notice, subject to informing the Seller as soon as possible and prior to the delisting.

Sellers acknowledge that their delisting from PrestaShop Addons leads to the delisting of all of their Addons in the Catalogue. The Seller will be notified in advance by PrestaShop, by email or via its Middle-office of the alleged breaches and will be invited to comply with the obligations before being delisted.

#### 4.6 Contesting delisting

In case of delisting of the Seller for non-compliance with the obligations relating to the follow-up of complaints defined in article 4.8, the Seller has the possibility to contest the delisting if he brings sufficient justifications to PrestaShop, in particular but not exclusively, he will be able to contest his delisting in case of :

- Cessation of business preventing the Seller from fulfilling its obligations;
- Lack of sufficient cooperation from the Customer to carry out the after-sales service;
- Case of Force Majeure as defined in article 12.

#### 4.7 Marketing of Addons

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

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



## 4.8 Business Care service

### 4.8.1 Business Care services and duration

Sellers and Premium Sellers are required to provide the Business Care service for each of their Addons, the service applies per Addon and per URL.

Business Care services include:

- After Sales Service (ASS) ;
- 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 in 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 Duration" for the purposes of this Article).

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

The Customer may terminate the subscription to the Business Care service at any time without notice or penalty. When a Customer unsubscribes, the Business Care services will be terminated at the end of the current Subscription Duration, with the Seller providing the services until the expiry of the subscription in progress. Each yearly subscription started is due.

In the event of termination of the Business Care services, the Seller shall no longer be obliged to perform After Sales Service and Minor and Major Updates of the Addon concerned by this termination.

Customers may re-subscribe to the Business Care services for each Addon at any time in the future by reactivating it in the Seller's account, and under the same conditions described above. **Reactivation of a deactivated Business Care service will incur a financial surcharge on the original price applied in accordance with the financial conditions set out in Annex 2.**

The Seller undertakes to provide the Business Care service continuously during the Subscription Term, except in the case of refunds or deactivation of the Business Care service.

The price of the Business Care services and the Commission are defined in Appendix 2.

#### ***a) After Sales Service (ASS)***

**The Seller undertakes to answer the questions and complaints of the Customers within one (1) working day**, this, excluding periods of temporary cessation of activity duly notified to the Customers.

It is understood that the response to be given to the Customers must be personalised and provide a sufficient element of response. Automatic answers sent by the Sellers are not considered as a valid answer.

If necessary, the Seller undertakes to make all the necessary corrections to resolve the anomalies within thirty (30) working days following their notification by the Customer on the Middle-office. In the event of a lack of response or failure to make the necessary corrections within the aforementioned time limits, the Seller shall be subject to the penalties set out in Article 4.8.2 of these General Terms and Conditions.

The Seller undertakes to make all necessary corrections to an anomaly directly and exclusively related to the Addon concerned, at its own expense within the aforementioned time limits, or failing that to refund the Customer the price of the Addon concerned.



The Seller shall provide After-Sales Service only if the Customer's Store version corresponds to the compatible versions advertised on the Addon's product sheet at the time of purchase, and if this Store does not contain any additional developments that are contrary to and incompatible with the installed Addon. Similarly, After-Sales Service may be refused to the Client in the event of specific developments, modifications to the source code or source files of the Addon carried out at the Client's initiative.

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

In case of failure of the Addon, the Seller may propose and/or communicate a minor and/or major update of the Addon, subject to its availability at the time of the Customer's request for After Sales Service.

## ***b) Update Services***

As part of the Business Care service, the Seller shall offer Customers Update Services for its Addons.

In accordance with the above, the Business Care service is not characterised by specific developments, customised on request and tailored to the Customer or its Shop and does not constitute an extension of the Addon's repayment period. The purpose of the Addon Update is to make it compatible with future versions of the Solution.

- ***Minor Update***

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

**The Seller undertakes to perform the Minor Updates of its Addons within a maximum of six (6) months from the release of the new version of the Solution.**

In the event that the Seller does not perform the Minor Updates of the Addon within six (6) months, the Seller shall be notified in advance by PrestaShop of the breach of its obligations and in the absence of action by the Seller, the latter shall be subject to the penalties provided for in article 4.8.2 of these Terms and Conditions.

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

- ***Major Update***

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

**The Seller undertakes to carry out the Major Updates of its Addons within a maximum of six (6) months from the release of the new version of the Solution.**

In the event that the Seller does not carry out the Major Updates of the Addon within six months, the Seller shall be notified in advance by PrestaShop of the breach of its obligations and in the absence of action by the Seller, the latter shall be subject to the penalties provided for in article 4.8.2 of these Terms and Conditions.

Vendors whose Addons and Themes are developed solely for version 1.6 of the Solution will not be obliged to perform Updates to the latest minor version 1.7 and future major versions.

### **4.8.2 Breaches of Business Care obligations**

Failure to comply with the obligations of the Business Care service, the Seller may have his status as "Conqueror", "Superhero" and



"Captain" withdrawn. Withdrawal of status does not relieve the Seller from fulfilling its obligations in relation to Business Care services. In the event of withdrawal of status, the Seller acknowledges and agrees that it remains obliged to provide the Business Care service until it expires.

PrestaShop may also suspend and delist the Seller in the event of a breach which has not been remedied within the required timeframe and after warnings from PrestaShop, in accordance with clause 5.5.

The Seller may terminate the delisting at any time if the Seller fulfils its obligations under the Business Care service, by performing After-Sales Service or by performing the necessary updates of its Addons. The Seller shall provide proof to PrestaShop that it has responded to the alleged breaches, PrestaShop reserving the right to check the Seller's compliance.

In addition, in the event that the Seller has failed to comply with the deadlines set out in Article 4.8.2 for the provision of the After Sales Service and Update services or fails to comply with its obligations under the Business Care services, then in such circumstances PrestaShop may validate the claims for reimbursement of the price of the Business Care services without the consent of the Seller. The Seller shall be obliged to reimburse PrestaShop for the amounts paid to PrestaShop under the Business Care service, PrestaShop reserves the right to deduct the corresponding amount from the Seller's account. In this case, the subscription to the Business Care services on the relevant Addon will be terminated.

#### 4.8.3 Monitoring of customer complaints

Any complaint from a Customer regarding the operation of the Addons is forwarded to the relevant Seller via the Middle Office. The After Sales Service does not concern the third party service generated by the Addons or the service to which they allow access.

The Seller acknowledges that the Customer is eligible for a refund of the Addon alone, up to one (1) month after purchase, for at least one 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 After Sales Service)

The refund of an Addon systematically involves the refund of the subscription to the Business Care service as well as its termination. PrestaShop may, at its discretion, refund the Customer in cases where the product sheet and/or the demonstration of the use of the Addon has misled the Customer on the essential qualities of the Addon that led him to contract.

In order to enable PrestaShop to ensure and monitor the processing of Customer complaints, the Seller undertakes (i) to regularly consult the Middle-office and (ii) to correspond with Customers for the purposes of processing their complaints only through the messaging tool made available to it on the Middle-office. It is agreed that in case the Seller does not respect these commitments, the complaints will be considered as not having been processed by the Seller. PrestaShop shall then be free to determine the treatment of such complaints (including the refund of the Addon to the Customer concerned).

#### 4.9 Priority Ranking

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

The availability of the Priority Ranking is not guaranteed on the desired period for the

Seller as the service could have been previously purchased by another Seller. The purchase of a Ranking is not a guarantee of an increase of sales for the Seller, which the latter acknowledges and accepts.

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

Conditions of display:

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

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

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

4.10 Addons on sale – special offers

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

The Seller benefits from twenty-one (21) days a year of discount per Addon available for sale on Addons. The discount on the Catalogue price can be set from 5% to 30%. The special offers will be put online after PrestaShop's

validation and are not combinable with other special offers.

These promotional operations cannot be combined with other ongoing promotional operations.

The Seller may also, since his Middle-office, offer at his convenience promotional codes ranging from -5% to -30% on the Catalogue Price. The discount allowed by these promotional codes is applicable for only one Addons chosen by the Seller through its Catalogue. These promotional codes are valid for a period of 1 month from their issue, the date of entry into force being freely definable before the attribution by the Seller. These codes cannot be combined with any other discount or promotion. They are nominative and non-transferable. These Promotional Codes cannot be applied to the Business Care service.

Promotional codes are freely assignable in the limit of 20 (twenty) codes per Seller per month. These promotional codes are one month available from its delivery.

Under PrestaShop's proposal, the Seller may agree on selling his Addons within a Pack. The Addons Pack is a combination of several Addons and invoiced as one product. A Pack is equivalent to a product ordered, each Addon Pack is technically independent. The Seller is free to refuse the distribution of his Addons within an Addons Pack at any time by unticking the dedicated box within its back-office.

In the context of seasonal and occasional promotional operations, PrestaShop, at its sole discretion, may select from the Seller's Catalogue an Addon that may be eligible for its own promotional campaigns. The Commissions applicable to these sales are determined in article 6.1.

**5. Financial Terms**

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



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

The Seller acknowledges that only PrestaShop is authorized to receive from the Customers the Payment of the Addons and the Business Care service Price. The Seller also acknowledges that PrestaShop may reimburse the sales.

The Seller can directly consult the amounts received and reimbursed by PrestaShop via the Middle-office's.

## 5.1 PrestaShop Remuneration

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

- **For the Addons** marketed from PrestaShop Addons, a Commission defined in Appendix 1;
- **For the Business Care service** of an Addon, a commission defined in Appendix 2;
- **For the Addons and Business Care service benefiting from a priority Ranking** in the Customer Boutique Back-Offices, a commission corresponding to 50% of the Addons and Business Care service in question shall be applied in the event whereby the sale would be facilitated by this Ranking;
- **For Addons sold in Addons Packs**, a commission corresponding to 50% of the Addons Sales Price of the Seller concerned.
- **For Addons that are subject to a promotional operation initiated by PrestaShop**, a commission corresponding

to 50% of the Addon's selling price will be applied;

It is to be noted that links that are only shown in the Customer Stores Back-office after a search has been conducted in the Back-office (only visible on Back-office after a Research) are not subject to the 50% Commission.

It is also to be noted that if there is a commercial discount or promotion on the Catalogue Price initiated by PrestaShop, the Commission will be calculated on the basis of the Sales Price. The commercial discounts and promotional actions made by PrestaShop cannot generate a discount on the Catalogue Price of more than 10%.

Regarding special offers described in article 5.10, PrestaShop will get 40% Commission of the Sale Price.

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

## 5.2 Refund to the Seller

PrestaShop undertakes to pay back to the Seller, in euros, all the amounts that it has received for the sale of Addons or for the Update Services, less the reimbursements made and its Commission. The price of the Business Care service and the Commissions charged are set out in Appendix 2 of these Terms and Conditions.

This amount may be consulted by the Seller at the Middle-Office.

The Seller may only request payment from PrestaShop for the price of the sales only once forty-five (45) days have passed since notification of the sale in the Back-office, and if the three following conditions are met:

- PrestaShop must not have had to cancel the download;

- The total amount owed to the Seller must be greater than or equal to one hundred (100) euros before taxes;
- The Seller request for payment must be sent to PrestaShop within a one-year (1) period starting from the end of the forty-five (45) days period mentioned above. Otherwise, the Seller shall be deemed to have waived the payment in question and shall not be entitled to any reimbursement.

The Seller invoices shall be transferred to PrestaShop via the Middle-Office.

Notwithstanding the foregoing, if a Customer sends a request for reimbursement of an Addon Sales Price within the above-mentioned forty-five (45) days period, the Seller agrees that the said invoicing period shall be suspended until the reimbursement of the said Customer comes into effect, in order to consider this reimbursement when calculating the Commission.

If a Customer requests reimbursement after the said period of forty-five (45) days, the amount reimbursed shall be deducted from the next remuneration paid to the Seller.

The Seller acknowledges that in the event of a breach of its obligation of good faith in the contractual relationship with PrestaShop or in the event of manifest or serious fraud, PrestaShop reserves the right to suspend or refuse the payment of sums received for the sale of Addons and/or for the Business Care service to the Seller. In such cases, PrestaShop also reserves the right to refuse refunds requested by Customers.

## 6. References

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

The Seller expressly acknowledges that he has no rights upon the PrestaShop or other Sellers

trademarks and distinctive signs, especially graphics, which shall remain the exclusive property of PrestaShop or other Sellers. The Seller is not authorized to use the tradename PrestaShop in a domain name.

The Seller shall not make any references nor conduct any communication, promotion, advertisement mentioning or alluding to PrestaShop, to PrestaShop Addons, or to any other Sellers without prior written consent from PrestaShop or the Seller in question.

The Seller shall not use the PrestaShop Addons website to redirect users in any way to another website, commercial or non-commercial.

The display of a brand name in the title of a Module is only allowed when such use identifies and characterizes the service provided or accessed by the Module.

## 7. Intellectual Property

The T&C do not enact any property transfers to the gain of another party. Consequently, the intellectual property rights of each party shall remain intact and the Seller in particular shall remain the sole owner of his Addons.

To ensure the smooth running of PrestaShop Addons and duration of commercial relations between the parties, the Seller grants to PrestaShop, in a non-exclusive manner and without charge:

- All the rights required for performing Seller Services and in particular referencing, distribution and promotion of the Addons on PrestaShop, and notably the right to perform any IT operation for this purpose such as reproducing, representing, distributing, and promoting the Addons in any format and by any known means;
- The right to reproduce and represent any element subject to an intellectual or industrial property right (logo, branding, text, images) which would be necessary to list the Addons on PrestaShop Addons;



- The right to subcontract to Customers a non-exclusive license for the use of Addons, limited to only one e-commerce Store and valid for the entire duration of the copyrights as of when the Addon is downloaded (designated hereinafter the "Customer License").

Seller accepts and acknowledges that, according to the article 11 of the Addons GTCs for Customers, 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 ; or
- (ii) As part of a collaboration between a Technical provider and a Merchant, the Technical provider transfers the Addon and the license of use to the Merchant so that he can manage the Addon; or
- (iii) When a Merchant Store is transferred.

Under these exceptions, an Addon cannot be transferred unless it is accepted by the recipient. An Addon transfer includes technical support and the Business Care service, when appropriate.

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

The financial compensation for the present concession is included in the remuneration of the Seller under the provisions of article 6.2 of the T&C.

The Seller is informed and agrees that the present license conceded to PrestaShop shall be continued after the termination of contractual relations pursuant to the provisions of article 15 of this contract, for the Customers who have ordered an Addon of the Seller before the end of the contractual relation between PrestaShop and the Seller concerned.

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

## **8. Guarantees - Warranty of quiet possession**

The Seller guarantees that the Addons perfectly comply with the Development Standard, that they do not contain any viruses or any other malicious codes, and that they comply with all the laws and regulations in force. In this respect, the Seller shall not mention any unlawful element or any element contrary to Public order in the description of their Addons.

The Seller declares and guarantees to PrestaShop that he is the holder of all the rights, in particular intellectual property rights, pertaining to the execution of the T&C.

In this matter, he declares and guarantees that he has taken all the usual necessary measures to ensure that he owns the rights necessary to the conclusion and execution of T&C and concluded or resolved all transfers or right licenses with all third parties that could or may have rights on the Addons, totally or partially, and that, consequently, he has all the rights and authorizations pertaining to the referencing, distribution and promotion of his Addons on PrestaShop Addons.

The Seller declares and guarantees that the Addons do not infringe or alter any copyrights, patent, brand, or other intellectual property right belonging to a third party.

Consequently, the Seller shall hold and fully secure PrestaShop from any conviction, fees (in particular legal fees) and related expenses possibly charged to them because of the lack of precision in their declaration and guarantees agreed to in this article.

The Seller also shall immediately inform PrestaShop of any claim from a third party and pertaining to one of their Addons, for

PrestaShop to be able to delist the litigious Addon.

## 9. Personal data

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

The Seller is informed that its Addons must comply with all legal requirements in force in all places where it is made available, in particular the right to the protection of personal data.

The Seller shall ensure the confidentiality of the data it processes. In particular, he shall ensure that the following measures are implemented:

- i. The Seller expects its Addons to respect the minimisation of the data collected. The Addons shall only collect data that is strictly necessary and relevant for its use.
- ii. The Seller expects that its Addons shall not use, transmit or share an individual's personal data without the individual's prior consent, unless otherwise permitted by law.
- iii. The Seller intends that its Addons shall not reuse data collected for a specific purpose without the user's consent, unless explicitly permitted by law.
- iv. The Seller provides that its Addons shall not attempt to surreptitiously profile collected data except as permitted by law.

To this end, the Seller shall make available to Customers a link to its privacy policy so that it can be consulted. This privacy policy shall be clear and explicit and shall state: The data collected, the basis and purposes for which it is collected, the recipients of the data, the retention period, the security measures implemented, the existence of data transfers and a statement specifying the rights of the

persons concerned with regard to this processing.

The Seller acknowledges and agrees that it is solely responsible for the information it provides to PrestaShop, and therefore to the Merchants, regarding the collection, or not, of personal data by its Addons.

## 10. Liability

The Seller accepts full liability for any damage resulting from the use of any Addons by PrestaShop or a Customer. Consequently, the Seller undertakes to ensure that PrestaShop shall not be convicted or have to pay charges for damages incurred by a Customer following the use of his Addons or the infringement of an Addon.

In no case, PrestaShop shall be held liable to repair a damage of an indirect nature, including but not limited to: loss of income, loss of Customers, damage to image or reputation, damage to an intellectual property right, or a decreasing number of the Seller's Addons being downloaded, etc.

**In any event and whatever the reason hereof, the liability that PrestaShop may incur for whatever reason in relation to the referencing, the distribution or promotion of Addons, may not, except in case of willful misrepresentation or gross negligence, exceed 15% of the total amount invoiced by the Seller to PrestaShop during the last twelve (12) months prior to the event giving rise to the incurring of the liability of PrestaShop**

## 11. Force majeure

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

It has been agreed that the following constitute cases of force majeure: legislative and regulatory changes, fires, storms, floods, strikes internal or external to PrestaShop,



illness, electrical surges and shocks, breakdowns of the control systems, cooling and computer equipment, blockages and slowdowns of electronic communications networks, outages, slowdowns, malfunctions, interruptions, or anomalies of PrestaShop Addons and more generally any unforeseeable event beyond PrestaShop's control.

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

## 12. Termination

Each party shall be entitled to send the other a written notification of the termination of contractual relations with a period of one (1) month notice.

In case of serious or repeated non-compliance by the Seller for any of his obligations, PrestaShop may unilaterally and without notice terminate the contractual relations, without owing any compensation to the Seller.

## 13. Consequences resulting from the end of contractual relations between PrestaShop and the Seller

Pursuant to article 15 hereof, if the contractual relations are terminated, PrestaShop agrees to (i) delist the Addons of the Seller on PrestaShop Addons, (ii) and cease the diffusion of Addons on the Customer PrestaShop Stores Back-offices.

However, the Seller acknowledges that:

- The Customer may keep using the Addon complying with the terms of the Customer License and regardless of the termination of the contractual relations with PrestaShop;
- Pursuant to article 15 hereof, the Addons remain available to download for the Customers who placed an order before the

termination of the contractual relations between PrestaShop and the Seller.

By exception to the provisions of article 6 and in order to enable the parties to clear the accounts, the Seller shall not require that PrestaShop pay the remuneration for the total sales of his Addons still owed on the day of the termination only after a period of three (3) months following the written notice of the end of the contractual relations.

## 14. Agreement on evidence

The computerized records kept in the PrestaShop systems in accordance with the professional standards for security shall be regarded as evidence.

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

The Seller acknowledges, according to the agreement on evidence, the probative value of:

- The number of downloading accounting system;
- Information communicated via on the Middle-office;
- Exchanges between Sellers and Customers on the Middle-office;

These elements are a proof of the transactions and contractual relations between, on one hand the Sellers and Customers, and, on the other hand, between PrestaShop and the Seller.

Consequently, the Seller is informed and agrees that PrestaShop shall be copied into the emails exchanged between the Seller and

Customers via the PrestaShop Addons messaging service.

### **15. Governing Law - Jurisdiction**

The T&C are exclusively governed by French law. In case of differing interpretations or translations, only the French version shall be valid.

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

### **16. 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.

### **17. 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

### **18. 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.

### **19. 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.

### **20. Transfer.**

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

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

### **21. Entry into force.**

These General Terms and Conditions come into force on January 27, 2022.



**APPENDIX 1: Percentage received by the Seller on the Selling Price of Addons**

**Classic Percentage.** In accordance with Article 5 of the present General Conditions and as of their entry into force, PrestaShop applies a degressive Commission according to the turnover realized by the Sellers with the sale of their Addons ("Classic Percentage"). The levels and percentages applicable to the sale of Modules and Themes are provided in the present Appendix.

**Reduced Percentage for Premium Sellers.** Premium Sellers shall receive an additional ten (10%) percent of the Commission perceived by PrestaShop over the Classical Percentage received by the Sellers, in accordance with the Percentages below.

Percentage of the Selling Price received by the Seller for the sales of Modules and Themes		
Levels of turnover achieved by the Seller	Classic Percentage perceived by the Seller	Percentage perceived by the Premium Sellers
> 400 000 €	81%	83%
200 000€	75%	77%
100 000€	71%	74%
50 000€	70%	73%
20 000€	67%	70%
10 000€	65%	68%
5 000€	63%	67%
0€	60%	64%

**Temporary special Percentages.** In derogation to the Classic Percentages as detailed above, the following temporary Special Percentages will apply for a period of six (6) months to any Sellers registered after the entry into force of these General Terms and Conditions and using the Marketplace services:

- the Seller shall receive seventy-five percent (75%) of the Selling Price of Addons (Modules and Themes) during the first six (6) months of new registered Sellers using the Marketplace;
- the Seller shall receive seventy-five percent (75%) of the Selling Price of Addons for six (6) months for Sellers wishing to sell their Addons again on the Marketplace after having ceased all activity on the Marketplace. The benefit of this Percentage is applicable only once and only in the event of a total cessation of use of the Marketplace services by the Seller for a period of at least six (6) months.

Beyond the six (6) month period during which these Special Percentages shall apply, the Classic Percentages as detailed above shall apply.

The calculation of the Percentage is carried out every month. The applicable Percentages shall be determined on the basis of the Seller's turnover over the previous six (6) months.

**APPENDIX 2: Financial terms and conditions for the Business Care service offered for each sale 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 Duration;
- Seventy percent (70%) of the price of the Addon only when the renewal takes place after the expiration of the current Subscription Duration. 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 Duration, 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	Enf ot 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>	40 %	-	-	70 % (40% + increase of 30%)	40 %
<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 €

**II. Commissions on sales of the Business Care service**

In accordance with Article 5.1 of the General Terms and Conditions, the Seller shall receive a commission of sixty percent (60%) of the price of the Business Care Service.



PrestaShop shall receive a commission of forty percent (40%) of the price of the Business Care Service.