

Terms and Conditions of Use

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Preamble

These terms and conditions of use (hereafter, "TCUs") outline all the provisions applicable to the products and services offered on the website www.prestastore.com (hereafter, the "Website").

The TCUs are accessible online on the Website. The customer confirms that it has read and accepted them, the purchase of products and the use of services offered by the company PRESTASHOP implying the customer's express and unreserved acceptance of and adherence to these TCUs as well as, where appropriate, existing contractual documents supplementing or amending the said TCUs.

Article 1: Definitions

Customer: natural or legal person having full legal capacity at the time of the purchase of the Product or the use of the Services offered by PRESTASHOP and/or natural person(s) using these same Products and Services under the responsibility of the customer.

Contract: these TCUs as well as all the contractual documents supplementing and/or amending them (specific terms and conditions of sale, order form, etc).

Services: refers individually or collectively to services such as in particular, but not exclusively, the installation of modules, support, product certification, audits and advice.

Physical product: any type of tangible goods which may be offered to the Customer by the Company in the framework of its activity.

Virtual product: any type of intangible goods which may be offered to the Customer by the Company or its Partners, notably but not limited to, a module, graphic theme, video, logo, document template, electronic book, etc.

Partner: natural or legal person offering Products through the Company.

Customer Services: all the services offering technical or commercial assistance or dealing with claims, provided by the Company to its Customers and which can be contacted at the following address:

PRESTASHOP – Service Clients - 6 rue Lacépède - 75005 Paris – FRANCE - Tel.: +33 (0)1 40 18 30 04

Company : PRESTASHOP SA with capital of 212,730 euros, with its head office at 6 rue Lacépède 75005 Paris (France) and registered on the Trade and Companies register of Paris under the number 497 916 635.

Article 2: Purpose

The purpose of these TCUs is to define the terms and conditions of the supply of Products and Services offered by the Company and/or its Partners' Products to the Customer notably in order to enable it to publish, present and sell its own products on the internet and to allow payment via the internet or another payment channel. The TCUs also determine the terms and conditions of the supply of Products to the Company by its Partners.

Article 3: Online sale

PrestaStore is an online store, offering Services, physical Products and virtual Products developed by the Company or its Partners. The financial conditions relating to the sale of Products on behalf of the Partners are detailed in article 3.3 of these TCUs.

Article 3.1: Processing of the order

The Customer declares that it has read and accepted these TCUs before placing an order. The confirmation of the order therefore implies the acceptance of these TCUs. Unless proved otherwise, the data recorded by the Company constitute proof of all the transactions made with the Customer.

The Customer must check the completeness and conformity of the information provided to the Company when placing the order, notably the invoice address. The Company shall not be held responsible for any errors and resulting consequences.

Article 3.2: Payment

The Customer can pay for purchases by bank card, PayPal or bank transfer.

Transfers must be made to the bank account of which details are displayed when the purchase is finalised. The Company's bank account is domiciled in France and all costs arising from the transfer are to be paid by the Customer.

If after ten (10) working days after the order is placed a transfer of a sum equal to the total amount of the order has not been received, the Company may cancel the whole transaction.

The Company reserves the right to block a transaction for the time required to carry out anti-fraud checks.

Article 3.3: Financial terms for the Partners

The Company collects all the payments made on the Website.

For all purchases of its Partners' virtual Products, the Company takes a commission of thirty per cent (30%) of the price excluding tax of the virtual Product. The Partners can request the amount due to them if the following conditions are met:

- The payment of the virtual Product was collected more than forty five (45) days previously
- The sale has not been cancelled
- The total amount due to the Partner is at least one hundred (100) euros

Payment is made by bank transfer from France or via a PayPal account and all the costs generated by this payment are to be paid by the Partner.

Article 4: Certification of virtual Products

The "Label Prestashop" is a certification service which must be paid for and which is aimed at Partners indicating that a virtual Product has been checked by the Company with regard to points such as security, integration into the PrestaShop open source solution and compatibility with the different PrestaShop versions. The "Label PrestaShop" is therefore given for information purposes only and does not provide any additional guarantee.

Article 5: Terms and conditions specific to the Company's Partners

The Company reserves the right to refuse to offer for sale on the Website any virtual Product without needing to provide justification. Any decision by the Company to refuse a virtual Product is final and will not give rise to any recourse.

The Company reserves the right to suspend the account of a Partner for a certain period thereby limiting its actions, for any legitimate reason, notably, but not exclusively in the event of suspicion of fraud.

The Partners can sell their virtual Products through distribution means and channels other than those offered by the Company. However, they do not have the right to use their capacity as Partner of the Company or any other reference to PrestaStore, including the reference to the “Label PrestaShop” for publicity and promotional purposes to sell their virtual Products through these other channels.

The Company has the right (but not the obligation), at its sole discretion, to inspect at any time the virtual Products offered by its Partners, notably with regard to their legality and their compliance with the measures below.

Only virtual Products which comply with the law may be offered. Notably, it is the Partner’s responsibility to ensure that its virtual Products do not constitute (i) a breach of the intellectual property rights of third parties (in particular, any reproduction of any intellectual work whatsoever which the Partner has not created personally or for which it does not have the necessary authorisation of the right-holders or any third party who owns the rights of the work), (ii) a breach of industrial property rights (brands, designs and templates, patents, etc.), (iii) an offence against people (image rights, defamation, insults, abuse, etc.) or a breach of the right to privacy, (iv) an offence against public order and decency (defence of crimes against humanity, incitement to racial hatred, obscenity, child pornography, etc.).

Thereby, the Partner guarantees that it is the owner of its virtual Product and the resources used by it (images, external libraries, etc.) or that it has obtained the necessary licences, and that it has the consent of any person represented in the content of the virtual Product.

The Partner indemnifies the Company against any third party recourse or claim with regard to all the elements mentioned above and, notably but without limitation, those citing the use of virtual Products.

The Company reserves the right to pass on any information relating to the use of its Services, notably but not exclusively those referred to in article 14 of these TCUs, to the competent authorities responsible for ensuring that the law is respected, in the conditions cited in this article.

The Company reserves the right to advertise its Partners’ virtual Products without paying them any compensation. In this respect, the Partner authorises the Company, without claiming any payment in return, to use the brands and logos relating to its virtual Products.

The Company reserves the right to make modifications to the Contract. The modifications will be effective, and considered as accepted by the Partners, immediately if the Partner submits a new virtual Product or within 7 days after the modifications if the Partner continues to use the services of the Company.

Article 6: Intellectual Property

The Company sells virtual Products on behalf of its Partners on the Website. Consequently, the Partner expressly authorises the Company to sell online the virtual Products which it has submitted to the latter. It retains however the intellectual ownership of its virtual Products and the Company undertakes not to use them for its own benefit or to sell them under conditions other than those outlined in article 3.

The Partner and/or Company grants each Customer who buys a virtual Product a user licence, on a non exclusive basis and for the whole world. This licence is only valid once for a single e-commerce store. No assignment of right is accorded by these TCUs by the Partner to the Customer. Moreover the Customer is prohibited from reselling or using in other stores the virtual Products bought on PrestaStore. This restriction includes all the resources supplied with the virtual Product. The Company nevertheless reserves the right to buy virtual Products on behalf of its customers.

Article 7: Disclaimer

Article 7.1: Website

Notwithstanding any contrary legal provisions in force, the Website and all the functionalities it offers are supplied as is with no guarantee.

The Company assumes no responsibility in the event of the downloading of computer viruses or similar codes from the Website.

Third parties who can express themselves on the Website are not representatives of the Company and their opinions do not necessarily reflect the opinions of the Company.

The Company accepts no responsibility in the event of the loss or theft of the user's password, username, account or information in the framework of the Website. It also accepts no responsibility in the event of the loss of content or data or damage resulting from the use of usernames by a third party.

The Company accepts no responsibility with regard to the improper use, loss, theft, modification or unavailability of any of its Partners' content, notably, but not limited to, image banks, external resources, modules, videos, as well as to any resulting consequences.

Article 7.2: Online sale

With the exception of the obligations it has resulting from its quality of seller (warranty against hidden defects and guarantee of the conformity of the products) or by virtue of any other legal provisions in force, the Company assumes no responsibility for the virtual Products supplied by its Partners. In the event of the malfunctioning of a Partner's virtual Product, the Partner shall remain entirely responsible for the modifications requested by the Customer.

Unless stated otherwise, installation, support and updates are not included with the purchase of virtual Products. Compatibility with future versions of PrestaShop is not guaranteed.

The Website can be consulted from any country without the content being available for the countries in question. The Company has no obligation to feature this information and does not guarantee that

the virtual and physical Products are adapted to any countries other than those for which they have been designed.

Article 8: Delivery date

A delivery date will be given to the Customer before the order is validated, according to the selected transporter. The applicable delivery dates are those indicated at the time the order is validated. However, any order paid by bank transfer will only be processed when the said transfer has been received. The shipping dates must be recalculated from the date this mode of payment is recorded.

Virtual Products can be downloaded on the Website as soon as the payment has been received and validated. The Customer is aware that the downloading of its purchases is dependent on the constraints of using the internet and the Company is not responsible for any difficulties in accessing the data which it makes available to the Customer.

Unless stated otherwise by the Company, the fulfilment of Services is subject to a delay of five (5) working days after reception of all the necessary elements. This period may be extended if the involvement of an external party is required, notably but not exclusively the web host, the bank or any other provider of the Customer's service.

Article 9: Cancellation

Physical or virtual Products, and/or Services may be offered in the framework of these TCUs to consumers and the Customer is informed, where appropriate, and in accordance with the applicable provisions of consumer protection law, that it has a right of cancellation which it can exercise within seven (7) days of the acceptance of the Contract. In this case, the Customer does not need to justify its reasons or pay any penalties, except for any cost of returning goods in the case of the sale of physical Products.

However, the Customer will not benefit from this cancellation right if the fulfilment of the supply of products or services has started before the end of the seven (7) day cancellation period cited above. In particular, as purchases of virtual Products are by nature firm and definitive, they cannot result in an exchange, refund or exercising of a cancellation right. However, the Company undertakes to reimburse or exchange damaged virtual Products, including hidden defects or Products which do not correspond to the description given on the Website.

Also excluded from the cancellation right are audio or video recordings as well as computer software when they have been unsealed by the Customer, as well as physical Products created according to the Customer's specifications or significantly personalised.

A Customer who has exercised its cancellation right for a physical Product must return it, in its original packaging and in good condition, to the address given by the Company.

Article 10: Refund

The products referred to in article 9 of these TCUs are refunded within a maximum period of 30 days following the date on which the right is exercised.

The refund is made on the recommendation of the Company by credit to the Customer bank account or by bank transfer addressed to the name of the customer having placed the order.

Article 11: Duty to advise

The purchase of virtual and physical Products can be completely automated without any action on the part of the Company. The company thereby fulfils its duty to advise:

- through sales support provided by email and by telephone at the number and address indicated on the Website.
- by the presence on the Website of a detailed description of the virtual or physical Product and, where appropriate, the configuration required for its use.

Article 12: Resolution of disputes

These TCUs are subject to French law.

The Parties will endeavour to resolve any dispute relating to the services of the Company covered by the TCUs amicably. In the event of persistent disagreement, the dispute will fall under the exclusive jurisdiction of the Courts of Paris (France).

Article 13: Piracy

All users of the Website must report any breach of licence or inappropriate use of the virtual Products offered by the Company.

In the event of a breach of intellectual property by a product offered for sale on the Website by the Company, notification must be made to this effect by an email sent to the Company at the following address: copyright@prestastore.com. In the event of abuse, the user will be liable for the costs of the counter notification.

Article 14: Personal information

Information and data relating to the Customer are required by the Company for the management of orders and the business relationship. They may be passed on to companies which are involved in processing the order, notably with regard to online payment. This information is also kept for security reasons and in order to be able to personalise the offers made to the Customer. By virtue of the modified data protection and civil liberties law of 6th January 1978, the Customer has a right to access, rectify and delete information relating to it gathered by the Company as part of its activity. This right can be exercised directly on the Website or by writing to the Company: PrestaShop - Service Réclamation Données Personnelles, 6 rue Lacépède 75005 Paris (France).

The Customer can choose when creating or consulting an account whether to receive offers from the Company or partner companies. The Customer can at any time change its preferences on the "personal information" page of its customer account.

The Website uses an automatic process to install a cookie in the Customer's computer in order to be able to record information relating to the navigation of its computer on the Website. The Customer can however block the recording of "cookies" by configuring its internet navigator accordingly.

Finally, the Customer acknowledges that the Company may be required, in accordance with its legal obligations, to reveal personal data relating to the Customer in the framework of legal procedures (court orders, etc.).

Article 15: Cases of force majeure

The Company undertakes in view of current technology to maintain in the best possible conditions the services offered on the Website. However, it will not be held responsible in the event of disruption to the Website attributable to a case of force majeure or which is caused by a third party or a Customer, as well as technical incidents.

The Company therefore cannot be held liable in the event of failure in its contractual obligations due to circumstances which are unforeseeable, irresistible, and outside the parties' control.

The Parties acknowledge and agree between them, without this list being exhaustive, that notably force majeure, or exceptional circumstances or the fault of a third party refer to damages originating in or caused by: natural catastrophes, fires, floods, lightning, electrical surcharges, strikes, electricity power cuts, failure of the telecommunications network, civil or foreign wars, riots or civil unrest, terrorist attacks, regulatory restrictions relating to the supply of telecommunications services, loss of connectivity and connection due to public and private operators on whom the Company depends.

These cases of force majeure suspend the obligations of the Company cited in the TCUs, for their whole duration. However, if a case of force majeure lasts for more than three (3) months, one or other of the Parties would be entitled to terminate their relationship, after sending a letter by registered mail with acknowledgement of receipt, informing the other Party of this decision.