

**GENERAL TERMS AND CONDITIONS OF SALE AND USE FOR THE PRESTASHOP READY SERVICE**

If you are reading these Terms and Conditions (hereinafter "the T&Cs"), that means you are either considering using our services or have already joined our user community. Congratulations on your decision!

Because we know that reading this type of document can be a tedious endeavour, we have done our best to make it as simple as possible.

**PREAMBLE:**

PrestaShop, a public limited company with capital of €339 227.10, entered in the Paris company & trade register under no. 497 916 635 and having its registered office at 12 rue d'Amsterdam, 75009 Paris, France, is the designer and publisher of an open source software solution of the same name, distributed under an open source licence, that enables anyone acting as a professional to quickly and simply create e-commerce websites.

The basic version of this solution can be freely downloaded at no cost from PrestaShop's website: [www.prestashop.com](http://www.prestashop.com).

The Solution has open source, modular architecture that allows each User to customise their e-commerce site and implement additional features.

PrestaShop has developed a new service backed by the Solution, called PrestaShop Ready, which provides a packaged service to Users who have subscribed to one of the proposed subscriptions. Each package includes hosting the User's Merchant Website, the Support, as well as a variety of other Theme or features and an access to PrestaShop Essentials service. Any features added to the Service are also subject to these T&Cs.

The purpose of these T&Cs is to define the rights and obligations of PrestaShop and the user, as well as the terms and conditions of the Service to which the User has decided to subscribe after (i) having reviewed the T&Cs which the user accepts without reservation and (ii) having confirmed that the Service is in line with the user's needs.

Together with the **Personal Data Protection Policy**, these constitute the entirety of the Service's terms and conditions of use that apply to all Users.

These T&Cs are available in French and other languages.

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

**THE FOLLOWING HAS BEEN AGREED UPON:****1. Definitions**

The Parties agree that the following terms and expressions, when written with the first letter(s) capitalised in these General Terms and Conditions (including the identification of the parties and the preamble) and in both singular and plural form, shall have the meanings given below:

**Back Office** means the interface through which Users can administer and configure their Merchant Websites and add any Features, Themes or access to PrestaShop Essentials' service ;

**Configuration Requirements** mean the computer equipment, including a recent terminal, recent browser and sufficient, high-speed internet connection ;

**Features** mean the software developments included in the Service, available in the Back-



office, built by PrestaShop or its Partners and which may provide access to Third Party Services that may be subject to a charge;

**Merchant Website** means the e-commerce website based on the Solution and operated by a User by means of the Service for the purpose of the User's online sales activities ;

**Modules** mean the software developments created by PrestaShop or one of its Partners in order to add one or more Features to a Merchant Website ;

**Offer(s)** means the various packages sold by PrestaShop Ready Service ;

**Partner(s)** means PrestaShop's business partners offering (i) Features to Users as part of the Service (ii) or , Third Party Services available in their Back-Office or PrestaShop Essential service ;

**Party/Parties** means PrestaShop SA and the User, individually and jointly ;

**PrestaShop** means PrestaShop SA, a public limited company with capital of €339 227.10, with registered offices at 12 rue d'Amsterdam, 75009 Paris, France, and entered in the Paris company & trade register under no. B 497 916 635 ;

**PrestaShop Essentials** refers to the service offered by PrestaShop to the User in its Back-office allowing him to access Features developed by PrestaShop in collaboration with Technology Partners;

**Ready Account Space** means the User's personal account space available at <https://ready.prestashop.com>, where Users can administer their subscription ;

**Registration** means the User's fifteen (15) day free trial period of the Service ;

**Service** means the PrestaShop Ready service as presented in the preamble above and described on the website: [www.prestashop.com/en/prestashop-ready](http://www.prestashop.com/en/prestashop-ready) ;

**Solution** means the software published by PrestaShop that enables the creation, administration and operation of a Merchant Website as part of the Service ;

**Subscription** means the User's paid period of use of the Service ;

**Support** means the service described in Article 7.2 in reference to the Service ;

**T&Cs** mean these general terms and conditions of sale ;

**Theme** means a software development produced by PrestaShop or one of its Partners enabling the customisation of the Merchant Website's interface ;

**Third Party Services** refers to services developed by Partners accessible through the Connector Functionalities available in the Ready Account Space or in the PrestaShop Essentials service and which may be subject to a charge ;

**User** means any physical person or legal entity acting on a professional basis, from the time they register for the Service ;

**Website** means the website <https://ready.prestashop.com> published by PrestaShop at which the Service can be accessed.

## 2. Capacity of the Users of the Service

The Service is accessible and exclusively reserved for professionals as defined in consumer law.

Additionally, the Service can only be accessed by:

- A physical person acting in a professional capacity with full legal powers to commit to these General Terms and Conditions. A physical person who does not have full legal powers may only access the Service with the agreement of his/her legal representative;
- A legal entity acting in a professional capacity via the intermediary of a physical person with legal powers to enter into a contract in the name of and on behalf of the legal entity.

Users confirm that they meet this criteria, which is a decisive factor in PrestaShop's willingness to enter into an agreement, insofar as the Service has been defined based on the



exclusions and limitations of liability set out in these T&Cs.

As a professional acting to further their commercial, industrial, artisanal or freelance business, Users acknowledge that they do not have a right of withdrawal, which is only enjoyed by consumers as defined by the French Consumer Code.

### 3. Acceptance of the General Terms and Conditions

Use of the Service is subject to the User's full, unconditional acceptance of the T&Cs. That acceptance will be deemed to have been given once the User ticks the "I accept the General Terms and Conditions" box during account creation.

If Users do not tick that box, they understand that they will not be able to use the Service.

### 4. Registration for the Service

#### 4.1 Account creation

An account must be created to register for the Service, as per the procedure set out on the Website.

The User acknowledges and accepts that Registration for the Service requires the input of information marked as mandatory on the Website. Incomplete Registrations will not be approved.

Users' complete Registration will automatically open an account in their name, giving them access to a PrestaShop Ready Account Space, where they can administer their Subscription, as well as to their Back Office, where they can administer and configure their Merchant Website.

The information entered by the User will be considered binding upon submission.

The User warrants that all the information provided during Registration is accurate, true and up to date.

In the event of any changes to the input information, the User undertakes to modify it accordingly to ensure it continues to meet the aforementioned criteria.

The Service is free for the first fifteen (15) days from Registration so that Users may test the Service and determine whether or not it meets their needs.

After the first fifteen (15) days, continued use of the Service will entail payment of a fee, subject to Subscription, whose procedure and conditions are described in Article 5. Itemised invoicing for the Subscription will be produced as per Article 9.1 of the T&Cs.

In the event of non-subscription to the Service before the end of the Registration period, the User acknowledges and accepts that access to and use of the latter's Merchant Website will be blocked for seven (7) days. During that time, the User may decide to subscribe to the Service.

That Subscription will automatically give the User access to the latter's Merchant Website.

However, the User is hereby informed that, after that seven (7) day period, the User's Merchant Website will be deleted.

#### 4.2 Login details

Users will keep confidential their username and the associated password used to access their PrestaShop Ready Account Space and Back Office of their Merchant Website.

All access to and use of the Service using the User's username and password will be considered to have been carried out by that User.

### 5. Subscription to the Service

If Users have not subscribed before the 15-day free trial period ends, they may subscribe at the conclusion of that period to one of the paid Offers presented at <https://www.prestashop.com/en/prestashop-ready/pricing> to continue using the Service.



If Users subscribe during the 15-day free trial period, the Offer Subscription amount will be debited the day after the trial period ends.

Purchasing a Subscription for an Offer requires all information marked as mandatory to be provided (User's full name, telephone number, and billing information: company name, VAT number, address, and bank details, which details PrestaShop will not retain).

The information entered by the User will be considered binding upon submission.

The User warrants that all the information provided during Subscription to the Service is accurate, true and up to date.

In the event of any changes to the input information, the User undertakes to modify it accordingly to ensure it continues to meet the aforementioned criteria.

At any time during Subscription to the Service, Users may back up their Merchant Website's database via their Ready Account Space, in its native format in the Solution's IT environment.

PrestaShop in no way guarantees however the Merchant Website's or the database's compatibility with another client environment.

## 6. Minimum configuration for access to the Service

Using this Service requires access to the internet and compliance with the Configuration Requirements. As these Configuration Requirements are not provided under the Service, Users must personally obtain access from a suitable operator freely chosen by themselves and for which they are responsible. The User confirms being aware of and accepting these configuration restrictions and agrees to comply with them. PrestaShop accepts no liability, and has no duty to pay compensation, in the event of the Service failing to operate or malfunctioning due to the absence of connection to the internet or non-compliance with the Configuration Requirements.

## 7. Purpose of the Service

The User will enjoy paid access to the Service, allowing the User to create and operate a Merchant Website designed for the retail distribution of products and/or services.

The Service will be provided through access to the Solution hosted and maintained by PrestaShop, which the User can customise with Themes and Features accessible in the Back-office or in PrestaShop Essentials service.

The purpose of this Service is exclusively of a technical nature, and the User will be personally responsible for managing the commercial, logistics, marketing and financial aspects of the Merchant Website, to which PrestaShop is not party.

The Service excludes any services associated with the normal operation of the Merchant Website (postage expenses for parcels sent to the Merchant Website's customers, suppliers and partners, bank fees associated with Subscription to a payment solution, etc.).

Also excluded from the Service are all Third Party Services to which certain Features (hereinafter the "Connector Features") may provide access.

Accessing and using the Service requires a minimum software and hardware configuration, as set out in Article 6 and brought to the User's attention during the account creation process. The purpose of the Service is exclusively of a technical nature.

In particular, PrestaShop neither subscribes to nor grants any guarantee relating to:

- The permanent availability of the Merchant Website, which may be unavailable for reasons including maintenance operations
- The Service's alignment with the User's needs;
- The Merchant Website's listing on search engines;
- A minimum number of visits to the Merchant Website;



- The Merchant Website's commercial profitability; or
- The absence of bugs, viruses or security breaches, as PrestaShop only has a duty of means;
- Any other guarantee of any type that does not concern the Service directly.

### 7.1 Hosting

Throughout the User's period of use and Subscription to the Service, the User's Merchant Website will be hosted by PrestaShop through a professional web host: Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland, which has servers in the EU region, Canada and the USA.

As such, your personal data may be transferred outside of the European Union for hosting purposes.

By using the Service, you agree to your personal data being transferred to those servers.

The User acknowledges that the hosting included in the Service will not under any circumstances endow PrestaShop with the capacity of publisher of the Merchant Website(s).

PrestaShop will do its best to regularly back up the Merchant Websites' databases and technical data, or to have them backed up on a regular basis.

In the event of a technical incident affecting the Service and not generated by the User, PrestaShop will do its best to restore the User's Merchant Website using the latest back-up.

Users may obtain a copy of their database backed up by PrestaShop at any time.

PrestaShop will do its best to send Users a copy of the database back up as quickly as possible.

### 7.2 Support

For the duration of and in regard to Subscription to the Service, PrestaShop will

endeavour to respond as quickly as possible to Users' questions about using the Service.

Support is available to Users in their PrestaShop Ready Account Spaces, as well as through instant messaging and by telephone during the times indicated on the Website under "Pricing" at:  
[www.prestashop.com/en/prestashop-ready](http://www.prestashop.com/en/prestashop-ready).

The User acknowledges that the Support provided under the Service is only an obligation of due care and pertains solely to the Service, to the exclusion of any services provided by third parties.

Although use of Support is not limited, the User agrees not to abuse that service or to use it to make up for a lack of the skills needed to utilise the Service.

### 7.3 Theme and Features

To customise their Merchant Website, Users may add free or paid Themes and Features developed by PrestaShop or its Partners via their PrestaShop Ready Account Space.

Users are furthermore strictly prohibited from installing any applications on the Merchant Website that are not offered by PrestaShop or its Partners under the Service.

The native Features developed by PrestaShop are automatically integrated in the User's shop. These Features are active from the time the shop is created.

The optional Features developed by PrestaShop or a Partner are accessible from the User's back-office, which is free to use them. The User remains responsible for their installation and configuration.

The connector Features are available free of charge and allow easy access to Third Party Services that may be charged by Partners. Access to these Third Party Services is subject to the conditions set out in Article 8 of these General Terms and Conditions of Use.

### 7.4 PrestaShop Essentials



The User has the possibility to create a PrestaShop Essentials account from his Back-Office Ready.

The PrestaShop Essentials service allows the User to access Features developed by PrestaShop in partnership with Technology Partners.

The access, installation and use of Features accessible from the PrestaShop Essentials service is subject to the same conditions as the Features accessible from the Back-Office as developed in article 7.3 above.

#### 7.4.1 PrestaShop Checkout

PrestaShop Checkout is a connector Features accessible from PrestaShop Essentials service. It provides free access to a payment service developed by PrestaShop in collaboration with our Technology Partner.

The installation, access and use of PrestaShop Checkout requires the creation of an account with our Partner. It only binds the User to our Technology Partner.

The use of the PrestaShop Checkout service is subject to the obligations set out in article 8 below.

### 8. Third-party services

The Service includes Connector Features that provide free access to Third Party Services (hereinafter referred to as "**Connector Features**") that may be subject to a charge.

Using these Connector Features may redirect you to websites managed on third party servers by people and organisations over which PrestaShop has no control.

The use and installation of these Third Party Services may require the creation of an account with the Partner.

Any Third Party Service not described or presented as free in the T&Cs or the Merchant

Website's Back Office is a paid Service, unless expressly indicated otherwise.

Users confirm that they have read through the Third Party Services' financial terms and their terms and conditions of sale and/or use, and hereby accept them.

Prices are given exclusive of tax.

In any case, the User remains responsible for their installation and configuration. PrestaShop cannot be held responsible for any damage of any kind caused by a Third Party Service.

## 9. Financial terms

### 9.1 Regarding the Service

Use of the Service is free for the first fifteen (15) days from the date of Registration so that Users may test the Service and determine whether or not it meets their needs.

After that fifteen (15) day trial period, Subscription to the Service will be charged.

In addition to the price of the monthly or annual Subscription, the User must pay an indexed percentage of the turnover made on the User's Merchant Website.

All Service Subscription pricing conditions are given under "Pricing" at <https://www.prestashop.com/en/prestashop-ready/pricing>

Unless otherwise stated, all prices are expressed in euros, exclusive of VAT.

Subscription to monthly and annual Offers must be paid in full for the period in question when subscribing.

Except during the free trial period (Article 5), payment is made on the Subscription anniversary date by monthly or annual automatic debit, depending on the selected Offer, using the bank card details entered by the User.





That debit is carried out by Stripe Payments Europe Ltd, The One Building, 1 Grand Canal Street Lower, Dublin 2, Ireland, which alone will retain the User's banking information for this purpose. PrestaShop does not store any bank details.

Users confirm to PrestaShop that they have the necessary authorisations to use the Website's payment method and will take the necessary measures to ensure that the cost of the Subscription can be debited monthly or annually.

The User will inform PrestaShop of any changes to the information communicated at the time of Subscription to the Service, namely billing information and bank details.

The User is informed and accepts that any late payment of some or all of any amount owed will automatically entail the following with no advance notice required:

- All of the User's amounts owed immediately falling due;
- Immediate suspension of the Service until payment in full of all amounts owed has been received from the User;
- Invoicing by PrestaShop of late interest, in addition to the flat fee of forty euros (€40) for debt collection, at three times the legal interest rate in effect on the date of Subscription to the Service, based on the sum total of all the amounts owed by the User.

PrestaShop reserves the right to implement promotional offers and price reductions, at its sole discretion and under the terms and conditions of its choosing.

PrestaShop also reserves the right to revise the price of Subscription to the Service at any time. Users will be informed of any new pricing conditions via their PrestaShop Ready Account Space as well as in emails sent at least thirty (30) days before the new Subscription prices come into effect.

Should Users not accept the price changes, PrestaShop may terminate the Offer

Subscription in accordance with Article 16.2 of the T&Cs.

## 9.2 Regarding PrestaShop Essentials service

Access to the PrestaShop Essentials service is included in the Subscription price.

The prices and invoicing conditions of the Third Party Services proposed as part of PrestaShop Essentials are subject to the obligations set out in the following article.

## 9.3 Regarding Third Party Services

The prices and invoicing conditions of each Third Party Service identified as paying are available on the PrestaShop Ready Customer Area or within the User's PrestaShop Essentials Service within the description of the relevant Connector Features or in the Partner's financial terms and conditions or conditions of use.

The User is informed that the installation and use of Third Party Services may incur additional costs. It is its responsibility to read and accept the financial terms and conditions and conditions of use of our Partners.

The User undertakes to provide the Partner, in an exhaustive manner, with all the information necessary to ensure the effective processing of payments.

Rejection of payment, for any reason whatsoever, may result in the suspension of the provision of the Third Party Service or its termination under the Partner's terms and conditions of use.

## **10. User's obligations, liability and guarantees**

### 10.1 User's obligations

Without prejudice to the other obligations set out in these T&Cs, the User agrees to use the Service in a way that does not constitute disorderly conduct or offensive material.



In that respect, the User will use the Service in compliance with current legislation and regulation and will refrain from any other use.

To that end, the User is informed that, in the case of non-compliant use, PrestaShop may terminate the Service under the conditions set out in Article 16.2 of these T&Cs.

Users authorise PrestaShop to use their distinctive signs, including their company and/or brand names, as references.

Users will immediately inform PrestaShop in any way they can of any counterfeiting of the Solution or action that may be described as such, of which they have knowledge.

### **10.2 User's liability**

Accessing, configuring and using the Service is done at the User's sole risk. Users will bear all the obligations and liability inherent to their position as the Merchant Website's publisher.

As such, the User is bound to comply with all current legal and regulatory provisions. In particular, Users must ensure that they do not commit any (i) violation of any third party intellectual property rights, (ii) injury to a person or violation of their right to privacy, or (iii) disorderly conduct or offensive action, within the context of using the Service, Third-Party Services or Merchant Website.

Failing that, access to the Merchant Website may be temporarily suspended or terminated, as soon as PrestaShop is informed thereof, in accordance with the provisions set out in Article 16 of these T&Cs.

Users are also informed that they are solely liable for any failures of their Merchant Website caused by modifications made to the Solution. No support will be provided to Users when malfunctions and failures of their Merchant Website are due to code modifications/additions made to the Solution by the User and/or any service provider or other third party.

### **10.3 User's guarantees**

Users will protect PrestaShop against any complaints, claims, legal action and/or demands of any kind that may ensue from their violation of any of their obligations or guarantees under the terms of these T&Cs.

Users will indemnify PrestaShop for any damage that they may suffer and will bear all of the expenses and/or the costs of any court rulings against them as a result of any such violation.

## **11. PrestaShop's liability**

In principle, the Service is available 24/7, unless there is a scheduled or unscheduled interruption for maintenance reasons or due to a force majeure event. However, given the purpose of the Service, PrestaShop cannot guarantee the Service will be provided in an uninterrupted manner with no errors, anomalies, viruses, bugs or security breaches. PrestaShop accepts no performance obligations in terms of service levels, whether for time to service or fix. In this regard, PrestaShop assumes only a best efforts obligation.

PrestaShop cannot guarantee that a fix can be found for reported incidents and issues. Should an event or several events persist to the point of jeopardising the service's continuity for a continuous period of five (5) days with no fix, Users can terminate their Subscription with no fees or compensation by sending a registered letter with acknowledgement of receipt informing of the date the event occurred.

Without contradicting the above, the Parties agree that, in the case of interruption of the Service, the sums payable by PrestaShop will not exceed the tax exclusive sum of the Subscription for the period of unavailability of the Service.

The User is informed that PrestaShop cannot be held liable for any direct or indirect damage caused to the User that originates exclusively from the performance of a Third Party Service.

In any case, PrestaShop cannot be held liable for indirect damages including, but not limited to: loss in revenue or turnover, loss or theft of data,





drop in traffic, loss of customers, damage to image or reputation, etc.

## **12. Intellectual Property**

### **12.1 Protection and ownership of rights**

The Website, the Service and all the elements comprising them are protected by the applicable French and international intellectual property regulations. The Solution provided under the Service includes elements that are the property of PrestaShop and/or its licensors.

Unless otherwise stipulated, the User is granted a personal, non-exclusive right to use the Service for the User's own purposes, for the duration of the Service and strictly within the framework of the operations authorised under these T&Cs. All other rights are reserved.

The User will not undermine in any way the intellectual property rights held by PrestaShop or any of its Partners, including in regard to texts, photos, videos, data, posters, logos, brands and other elements depicted on the Website for which PrestaShop or one of its Partners holds the intellectual property rights, including the Solution, the Themes, the Features and the Third Party Services.

### **12.2 Counterfeiting**

As part of the global fight against online counterfeiting, Users agree that the content of their Merchant Website complies with the applicable legislation, does not harm the rights of any third party and does not market any counterfeit merchandise. Users declare that they are not the subject of any counterfeiting or other legal action. PrestaShop cannot be held liable for the sale of counterfeit items by a User.

### **12.3 Operating the Merchant Website**

For the full period during which they use and subscribe to the Service, Users will only hold a simple user licence for one Merchant Website worldwide.

Similarly, the Themes, the Features and Third Party Services developed by PrestaShop and its

Partners are the exclusive property of those two parties. For any such Themes, Features and Third Party Services, PrestaShop or the Partner that created them will only grant the User a simple worldwide user license limited to one Merchant Website for the legal duration of the copyrights and full period of use of the Themes, the Features and Third Party Services.

### **12.4 Commercial listings**

All texts, photos, videos, data, logos, brands and other elements depicted on the Website or on the interface for the Service are reserved and protected by intellectual property rights, including copyrights, neighbouring rights, brand rights and database protection legislation.

Consequently, these elements cannot be used, circulated, depicted or used in another way without PrestaShop's express approval.

However, PrestaShop authorises the User, while using and subscribing to the Service, to cite its company name as a commercial reference.

Users expressly authorise PrestaShop, throughout their use of and subscription to the Service, to cite their company name and product brands as commercial references.

Each Party expressly agrees not to harm the image of the other Party. The User agrees not to use the PrestaShop trademark, or any other intangible asset belonging to PrestaShop, in a domain name.

## **13. Changes to the General Terms and Conditions**

PrestaShop reserves the right to modify these T&Cs at any time. Any such changes will come into effect as soon as they are published on the Website.

A User who has already subscribed to a Service will be notified by email, or via the PrestaShop Ready Account Space, at least thirty (30) days before the changes to the T&Cs come into effect.



In the event of significant changes to the T&Cs, Users' continued use of the Service is subject to their acceptance of the latest T&Cs brought to their attention. If the User does not accept the latest T&Cs, continued use of the Service will be impossible and may lead to its termination by PrestaShop, which eventuality the User accepts.

#### 14. Changes to the User's choice of Subscription

PrestaShop is mindful of Users' different needs, which is why it has several Offers as described under "Pricing" at [www.prestashop.com/en/prestashop-ready](http://www.prestashop.com/en/prestashop-ready). To let Users adjust their Merchant Websites to suit their needs, Users may choose to upgrade to a higher Offer level at any time during their Subscription period.

However, during the course of a Subscription period, the User may not downgrade to an Offer level lower than the one initially selected.

The upgrade to a higher Offer level will come into effect on that same day, and the User will need to pay the full price of the newly upgraded monthly or annual Subscription.

The value of the unused portion (prorated by number of days) of the Offer Subscription initially subscribed to by the User will then be refunded.

*E.g. Basic monthly Offer Subscription purchased on 8 July. Subscription upgraded on 20 July. Length of use of basic Offer Subscription: 12 days*

*Refund amount: Basic Offer Subscription price/Subscription period in days (30) x number of days remaining in the current Subscription (30-12=18).*

The User is informed that the refund for the difference between the Offer Subscription price and the length of use of the initial Subscription will occur within thirty (30) days.

#### 15. Length of Subscription to the Service and any Third Party Services and termination by the User

##### 15.1 Length of Subscription

The Service will begin upon the User's acceptance of these T&Cs and will continue so long as the User utilises it in accordance with these T&Cs.

Subscription to the Service purchased will automatically be tacitly renewed in successive periods corresponding to the initial term of the chosen Subscription at the pricing in effect at the time of renewal.

Users are informed that they will not be able to change the period of the initially subscribed Offer.

The User is informed that the subscription periods for the Third Party Services to which he has subscribed from his Back-office or from the PrestaShop Essentials service are determined in the general conditions of use provided by the Partner.

##### 15.2 Termination by the User

Except for the termination situations listed in Articles 11 and 19, Users may at any time terminate their Subscription to the Service to which they have subscribed via their Ready Account Space.

Termination will not incur any penalties.

It will not give rise to a refund paid to the User, in the name of either Subscription to the Service.

PrestaShop reserves the right, under the terms of Article 16, to suspend or end the Service at any time by sending a notification email to the User at the email address provided during the User's Registration.

**Termination of the Service by the User does not terminate the Third Party Services to which the User has subscribed with the Partner.** The User is informed that in the case of subscription to a Third Party Service, the terms and conditions for termination of the service are determined in the Partner's general terms and conditions of



use. Termination of the Third Party Service must be made directly with the Partner.

#### ***i) Termination of monthly Subscriptions***

Notice of termination must be given at least fifteen (15) days before the renewal date of the current Subscription for it to be terminated on the date of expiration of the current Subscription period.

*E.g. Subscription date: 19 May 2017  
Termination notice given on 3 June 2017 (more than 15 days before the renewal date)*

⇒ *Notice was given on time, so the Subscription will come to an end on 18 June 2017.*

Notice of termination given less than fifteen (15) days before the renewal date of the current Subscription will take effect on the date of expiration of the following Subscription period.

*E.g. Subscription date: 19 May 2017  
Termination notice given on 12 June 2017 (less than 15 days before the renewal date)*

⇒ *Notice was given late, so the Subscription will automatically be renewed for a period equal to that of the initial subscription (1 month).*

#### ***ii) Termination of annual Subscriptions***

Notice of termination must be given at least thirty (30) days before the renewal date of the current Subscription for it to be terminated on the date of expiration of the current Subscription period.

*E.g. Subscription date: 19 May 2017  
Termination notice given on 3 April 2018*

⇒ *Notice was given on time, so the Subscription will come to an end on 18 May 2018.*

Notice of termination given less than thirty (30) days before the renewal date of the current Subscription will take effect on the date of expiration of the following Subscription period.

*E.g. Subscription date: 19 May 2017  
Termination notice given on 22 April 2018*

⇒ *Notice was given late, so the Subscription will automatically be renewed for a period equal to that of the initial subscription (12 months).*

### **16. Suspension and termination of the Service by PrestaShop**

#### **16.1 Termination for convenience**

PrestaShop may terminate the Service at any time, without providing a reason or compensation.

If the termination was PrestaShop's decision, the User will be notified by email and in the User's PrestaShop Ready Account Space. The termination will take effect thirty (30) calendar days from the date of notification.

#### **16.2 Suspension and/or termination of Service with cause**

PrestaShop may suspend or terminate the Service, namely in the following situations:

- The User's non-acceptance of new General Terms and Conditions and/or new pricing conditions;
- Use of the Service that is unlawful or unfair or that violates current laws and regulations;
- Behaviour likely to harm PrestaShop's image;
- Merchant Website activity likely to cause a disruption to the PrestaShop Ready infrastructure;
- simple suspicion of payment fraud and;
- More generally, any violation of these T&Cs.

If one of those situations should occur, depending on the violation, the User may be contacted by PrestaShop to demand that the Merchant Website be made compliant. If the User fails to comply, PrestaShop shop may, at its sole convenience, decide to temporarily



suspend the User's Merchant Website for a maximum of thirty (30) days, so that the User may bring the Merchant Website into compliance with current regulation.

After that, if Users fail to comply, they will be informed that their Merchant Website will be permanently deleted. If the Merchant Website is made compliant during that time, it will be reactivated.

### **16.3 Termination for non-payment of the price of Subscription to the Service**

In the event of non-payment of the price of Subscription to the Service, PrestaShop will send notice to the User.

In the absence of payment within seven (7) business days of the date of sending that notice, PrestaShop may suspend the Service.

The User will then have another seven (7) days from the notice date in which to pay the price of the Subscription to the Service.

In the absence of payment of the price of Subscription to the Service by the end of that time, PrestaShop may delete the Merchant Website.

In the absence of payment of the price of Subscription by the end of that time, PrestaShop may terminate the said Subscription which will make the Service unavailable.

It is further specified that this clause removes the requirement for PrestaShop to have the termination announced by legal proceedings.

Termination will not give rise to any compensation of the User for the Service to which the User subscribed.

### **17. Termination effective date**

Termination will automatically entail an end to the Service.

The User is informed that the Merchant Website's database will not be backed up after

termination of Subscription to the Service has taken effect.

A refund will only be issued for the User's Subscriptions to the Service in the case of PrestaShop's termination for convenience.

The User will then be refunded the value of the unused portion (prorated by number of days) of the Service.

*E.g. Basic Subscription purchased on 1 July 2017 for a period of 12 months followed by termination effective on 1 November 2017.*

*Length of use of the Subscription: 123 days (4 months)*

*Refund amount: Subscription price/Subscription period in days (365) x number of days remaining in the current Subscription (365-123=242).*

Users are informed that refunds will occur within thirty (30) days.

## **18. Personal information**

Information relating to our collection and processing of personal data is given in our [Personal Data Protection Policy](#).

When using the Third Party Services, the User is informed that he or she may be redirected to Partner sites. These sites are managed on third-party servers by persons or organizations over which PrestaShop has no control.

As a result, we cannot be held responsible for the way your Data will be stored or used on these servers.

We advise you to review the applicable Partners' privacy policy regarding the relevant Third Party Services to which you will have access through our Service in order to assess your rights and obligations and how your Data will be used.

## **19. Force Majeure**

Any event constituting a force majeure event as defined by case law will suspend the Parties' rights and obligations.



If the event(s) should last longer than two (2) months from the date of their occurrence, the Parties may terminate the Subscription without compensation by sending a registered letter with acknowledgement of receipt, explaining the force majeure event and stating the date of its onset.

## 20. Proof, storage and archiving

The digital registers stored in the PrestaShop systems with industry standard security are considered as proof. Archiving is done on equipment that ensures the data's lasting and faithful nature as required by current legislation. It is agreed that in the event of a discrepancy between PrestaShop's digital registers and the printed or digital documents held by the User, PrestaShop's digital registers will prevail.

## 21. Applicable law and jurisdiction

These T&Cs are subject to French law. An attempt to amicably settle disputes between the Parties in regard to interpreting or performing these T&Cs must be made first. Should this fail, the Parties grant jurisdiction to the Paris Commercial Court (Tribunal de Commerce).

## 22. Partial invalidity

If some or all of these T&Cs should be voided for any reason whatsoever, the other provisions will retain their full effect, unless the voided clause involves an obligation that is key to the contract.

## 23. Non-waiver

If either Party decides not to enforce any of the provisions set out in these T&Cs, this will not be considered as a waiver of enforcement of that clause.

## 24. Interpretation

In the event of any difficulties of interpretation between any title of an article and the article itself, the titles will be declared non-existent.

## 25. Independence of the Parties

The Parties will remain independent of one another. No stipulation contained in these T&Cs was written with the purpose or the end result of establishing any partnership, mandate, representation or subordination between the Parties.

## 26. Transfer

The User acknowledges that Subscription to the Service is done on an exclusively personal basis and may not be transferred in any way, either free of charge or for consideration.

To ensure the proper fulfilment of its obligations under these T&Cs, PrestaShop reserves the right to transfer, sell or contribute to a third party these T&Cs, in whole or in part, or to have a third party replace it in some or all of their execution.

## 27. Effective date

These T&Cs came into effect on July 2019.