

TERMS & CONDITIONS - PREMIUM SELLER

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

This solution, called Solution Edition Classic, is available for download from the PrestaShop website www.prestashop.com.

It enables users to create and customize their own ecommerce site, and to add free or paid features freely developed by the PrestaShop community, already integrated into the solution or accessible via the PrestaShop Marketplace.

The PrestaShop Marketplace distributes various modules. These modules include standard modules, as well as modules offering recurring subscriptions (hereinafter "Built For PrestaShop Modules" or "Modules").

Use of the services covered by these terms and conditions is reserved exclusively for professionals within the meaning of French consumer law.

These terms and conditions govern the rights and obligations applicable to Built For Modules Partners who wish to benefit from the Premium Seller Offer.

Together with the [Privacy Policy](#) and the [General Terms and Conditions of the PrestaShop Marketplace Sellers](#), they form the entirety of the terms and conditions of use of the Premium Seller Offer.

PrestaShop reserves the right to modify these terms and conditions at any time. Such modifications shall take effect fifteen (15) days after communication to the Partner.

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1. DEFINITIONS

In the General Terms and Conditions (including the preamble and appendices), whenever capitalized and whether used in the singular or plural, the terms defined below shall have the meanings ascribed to them hereinafter.

Addons Catalog or Catalog: refers to all Addons listed and sold on the PrestaShop Marketplace.

Advantages : refers to all the services detailed in Appendix 1 and 2.

API Account: refers to the software application published by PrestaShop which is used to authenticate and create a unique account for each Merchant.

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

API CloudSync: refers to the software application published by PrestaShop to manage Merchant data.

Back Office: the User's personal space linked to their PrestaShop Account in which they can manage their Subscription and account.

Built For PrestaShop Modules: refers to Modules that can be downloaded from the Merchant's PrestaShop Account and whose purpose is to add one or more functionalities to the Solution and enable a fluid, secure and reliable experience.

Fee: means the fixed amount payable for Offer Advantages.

Merchant: any physical person or legal entity acting on a professional basis and operating a Merchant Website.

Merchant Website(s): any e-commerce website created by a Merchant using PrestaShop Edition.

Modules: means software developments made by PrestaShop or by a Seller to add one or more functionalities to Merchant Sites, whether preinstalled or downloadable from the Marketplace PrestaShop.

Partners: commercial partners that have worked in partnership with PrestaShop to develop a Connector or Module available to Merchants by subscribing to a PrestaShop Service.

PrestaShop: PrestaShop SA, a public limited company with capital of €380,645.55, with registered offices at 198 Avenue de France, Paris, France, and entered in the Paris company & trade register under no. B 497 916 635

PrestaShop Account: the account that enables Users to authenticate themselves and access the services offered by PrestaShop.

Premium Seller Offer or Offer: means the offer made by PrestaShop to Built For Partners enabling its Members to benefit from the advantages set out in these Terms and Conditions.

Quality Control: refers to the procedure carried out by PrestaShop to check that the Module delivered to PrestaShop does not have any security flaws that could hinder the proper functioning of the Solution.

Solution: means the software published by PrestaShop and downloadable from the www.prestashop.com website, enabling the creation, administration and operation of a Merchant Site.

Terms and Conditions or T&Cs: these general terms and conditions of use

2. ACCEPTANCE OF GENERAL TERMS AND CONDITIONS

Subscription to the Premium Seller Offer and its Advantages is subject to the Partner's full and unreserved acceptance of these T&Cs. This acceptance is deemed to have been acquired once the Partner has paid the Fee for the Offer subscribed.

3. PURPOSE

These T&Cs govern the development and distribution of classic and Built For PrestaShop Modules, according to the level of visibility defined in Appendix 1.

PrestaShop Marketplace distributes various Modules. These include classic Modules and Built For PrestaShop Modules. Built For PrestaShop Modules must include the Account, Billing and Cloudsync APIs, at PrestaShop's discretion.

Distribution of Built For PrestaShop Modules must be made under the AFL license reproduced in Appendix 5 or under another compatible license.

4. CONDITIONS FOR SUBSCRIBING TO THE PREMIUM SELLER OFFER

In order to subscribe to the Offer, Partners ensure that they meet the conditions set out in this Article and fill in an online form.

Partners acknowledge that if the eligibility conditions are not met, they will not be able to subscribe to the Offer. The acceptance given to the application of the present T&Cs will then be null and void.

In this respect, PrestaShop reserves the right to terminate the subscription at any time if Partners no longer meets the eligibility conditions during the subscription period.

Subscribing to the Offer requires the creation of a PrestaShop Account and the provision of personal data. Incomplete registration will result in ineligibility to subscribe to the Offer.

Mandatory data are identified by an asterisk (*). The information provided by Partners must be accurate, complete and up-to-date.

Partners are solely responsible for the confidentiality of their login details. They are deemed to be the only person to know and use them.

5. DURATION OF SUBSCRIPTION

These T&C shall commence to apply on the on the date of subscription to the Offer corresponding to the date of payment of the Royalty by the Partne("Effective Date").

The subscription duration is twelve (12) months from the Effective Date ("the Subscription Term").

Unless terminated in accordance with Article 7, the T&Cs will be tacitly renewable on the date of acceptance of the T&Cs for the same Subscription Term.

6. CONDITIONS OF USE OF PROGRAM ADVANTAGES

6.1. Offer Advantages

The Partner will benefit from the Advantages detailed in Appendices 1 and 2 of these T&Cs, which the Partner accepts.

6.2. Use of Offer Advantages

Advantages must be used during the Subscription Term.

Offer Advantages may not be used until full payment has been made.

In the event of failure to use all Offer Advantages during the Subscription Term, unused Advantages will be forfeited, even in the event of subscription renewal. It is the Partner's responsibility to monitor the use of their Advantages.

PrestaShop cannot be held responsible in the event of loss of Advantages due to non-use by the Partner during the Subscription Term.

7. SUSPENSION AND TERMINATION OF OFFER SUBSCRIPTION

7.1. Termination for convenience

Either party may terminate the subscription without specific reason by informing the other party by registered letter with acknowledgement of receipt sent one (1) month before the anniversary date of the Effective Date.

Failure to terminate subscription for convenience within the specified period is the sole responsibility of the Partner, and in no way justifies non-payment of the Offer Fee due for renewal.

7.2. Termination for non-performance

In the event of serious and repeated breaches by the Partner of one or more of the obligations of these T&Cs and/or the [General Conditions of the PrestaShop Marketplace Sellers](#), PrestaShop may unilaterally terminate subscription to the Offer without any compensation being due to the Partner.

7.3. Termination for repeated payment refusal

In the event that payment of the Offer Fee is rejected, PrestaShop will notify the Partner by email to the address provided when the Addons Account was created.

Payment will again be initiated within fifteen (15) calendar days of the first e-mail notification.

In the event of a further refusal, a second notification will be sent to the Partner. If the payment is again refused, PrestaShop will then have the right to :

- temporarily suspend the Partner's entire Catalogue until full payment has been received. In this case, the Partner acknowledges and accepts that the subscription Term will not be extended by the duration of the Catalogue withdrawal.

or,

- terminate the contractual relationship with the Partner without notice or compensation. The Partner shall be liable for payment of the outstanding amounts.

The Partner acknowledges that in the event of termination before the end of the Term, the Offer Fee that has been paid will not be refunded, except in the event of early termination for the exclusive fault of PrestaShop.

8. TERMINATION CONSEQUENCES

In accordance with Article 7 of the T&Cs, in the event of termination, PrestaShop may: (i) suspend the Partner's Modules on the PrestaShop Marketplace and (ii) cease distribution of the Modules in the Merchants' Back-Office.

However, the Partner acknowledges that Merchants may continue to use the Modules where their order was placed prior to termination.

After termination of the contractual relationship, the Partner undertakes to cease and refrain from any use of the PrestaShop trademark, logos and all content provided by PrestaShop listed in Appendix 1, 2 and 3.

9. FINANCIAL TERMS

In return for the Offer Advantages, the Partner undertakes to pay the Offer Fee specified in Appendix 1.

The Partner receives by email the terms and conditions of the Offer and a link to pay directly online.

Payment of the Offer Fee is a prerequisite for benefiting from the Offer.

If payment is refused for whatever reason, subscription will be automatically cancelled and the Partner will be informed.

PrestaShop reserves the right to freeze any payment in order to carry out any verification required by law, in particular with regard to money laundering.

10. INTELLECTUAL PROPERTY

10.1. Ownership of intellectual property rights

Subscription to the Offer does not entail any transfer of ownership of intellectual property rights to the Partner.

Each of the Parties retains the intellectual property rights which it holds on the day of subscription to the Offer, as well as those which will be acquired during its execution or as long as the subscription is in force, with the exception of licenses expressly granted by the Parties between themselves.

As a result, the Partnership conserves the titularity of its Modules. The Partner may not claim ownership of the Solution or of the software developments created by PrestaShop or by a member of the open source community.

10.2. Trademark and logo rights

The Parties authorize each other to use their respective trademarks and logos within the limits authorized by these T&Cs and for the sole purpose of promoting and informing third parties of the existence of this Offer or partnership status.

PrestaShop retains all right, title and interest in and to all intellectual property rights in and to the software, documentation and all other Modules or open source software materials (including trademarks, logos, domain names, copyrights) provided or made available to the Partner in connection with the services provided by PrestaShop and to any modifications, updates and enhancements to the foregoing which are created, presented or provided by PrestaShop.

In this respect, the Partner undertakes not to use the PrestaShop trademark in a domain name.

For the complete execution of the T&Cs, PrestaShop grants the Partner the right to use the elements detailed in Appendix 3.

Any other use will be subject to the written agreement of the other party.

11. PERSONAL DATA

Information on the collection and processing of personal data is detailed in our [Privacy Policy](#).

The Partner acknowledges and accepts that it is solely responsible for the information it provides to PrestaShop, and therefore to the Merchants, relating to the collection, or not, of personal data carried out by its Modules.

12. FORCE MAJEURE

Any event constituting a force majeure event as defined by French 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 Service without compensation by sending an email notifying of the date the force majeure event occurred.

13. APPLICABLE LAW AND JURISDICTION

These T&Cs are governed by French law.

Any dispute arising from the interpretation or performance of these T&Cs is subject to mediation, prior to any legal proceedings, through a mediator appointed by the most diligent party. If mediation does not end in resolution, the dispute is subject to the exclusive jurisdiction of the Tribunal de Commerce de Paris (Paris commercial court).

14. TRANSFER

The Partner acknowledges that subscription to the Offer is exclusively personal and may not be transferred in any way, whether free of charge or in return for payment.

In order to ensure the proper performance of its obligations under these T&Cs, PrestaShop reserves the right to assign, transfer or contribute to a third party all or part of these T&Cs or to substitute a third party for all or part of their performance.

APPENDIX I - OFFER DETAILS

1. Partner's Advantages

Visibility Level	1 Logo	<p>The Partner has the right to use the "PrestaShop Partner" logo on its official website and on any communication concerning its Modules if PrestaShop has previously validated the communication.</p> <p>The Partner agrees to display PrestaShop as a recommended e-commerce solution and recommends PrestaShop to every prospect or customer, whether by telephone or at events.</p>
	1 "Official Partner" badge for Built For Modules or 1 "Module Creator Partner" badge for classic modules.	The logo can be displayed on the Modules and on the Partner's website.
	PrestaShop Marketplace page and prestashop.com website	This page is a presentation of the Partner's offer on the PrestaShop Marketplace.
Security solution	Module security scan	Sellers benefit from the use of a partner Solution to run a security scan of their Addons before the validation procedure for distribution on the PrestaShop Marketplace. In the event of a vulnerability, the Solution notifies the Seller, who can then correct it.
Territory	All PrestaShop Solution and Marketplace distribution countries	

2. Financial terms

Fixed fee	3.000 € EXL. VAT (three thousand euros excluding taxes)
	<p><u>Payment terms :</u></p> <p>One-time payment. The Partner will receive an email with the terms of payment and a link to pay online.</p> <p>The invoice must be paid no later than 30 days after the Signature Date.</p>

3. PRESTASHOP Bank details

RIB	30004 01841 00010038304 83
IBAN	FR76 3000 4018 4100 0100 3830 483

APPENDIX 2 - OFFER ADVANTAGES

1. Elements to be provided by the Partner

The Partner shall provide PrestaShop in a timely manner with all editorial and graphic elements (texts, still or animated images, logos, photographs, etc.) necessary for the promotion of its Module, in a format that allows their reproduction.

Reciprocally, PrestaShop shall provide the Partner in a timely manner with all editorial and graphic elements (texts, still or animated images, logos, photographs, etc.) necessary for the promotion of its Modules, in a format allowing their reproduction.

2. Communication channels

- Internet
- Paper (brochures and presentation leaflets)

3. Promotional media involved

PRESTASHOP COMMITMENTS		
Advantages	Period	Details
Modules promotion	Throughout subscription	PrestaShop, at its sole discretion, determines which Modules in the Partner Catalog will be considered selected Modules and eligible for its own campaigns. Selected Modules are those that are recognized by the PrestaShop community and/or team as "leading" Modules.

MARKETING ADVANTAGES		
Advantages	Period	Details
Banner layout on the PrestaShop Marketplace	48 hours during Offer Period	This visibility presents one or more of the Seller's products and is displayed on the PrestaShop Marketplace.

PRODUCT ADVANTAGES		
Advantages	Period	Details

Reduced commissions	Throughout subscription	The Module is accessible from the Merchant's back office via a 1-click download button for PrestaShop versions compatible with the module.
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BUSINESS ADVANTAGE		
Advantages	Period	Details
Technical support	Throughout subscription	PrestaShop commissions are reduced for classic modules (this benefit does not apply to the sale of Built For PrestaShop Modules) according to the table communicated to the Partner.

SUPPORT ADVANTAGE		
Advantages	Period	Details
Technical support	Throughout subscription	The Partner benefits from a point of contact with the PrestaShop technical teams for any support request.

APPENDIX 3 - USE OF PRESTASHOP BRAND

In accordance with the use of PrestaShop's intellectual property described in Article 10 of the GTC, the Partner is authorized to use the following logos:

<https://brand-library.prestashop.com/share/E9D5F5D7-5B08-4C71-BBCB6E9DCB887308/?viewType=grid>

Any use of the PrestaShop brand and badges in any other form is prohibited and constitutes an infringement.

APPENDIX 4 - CONDITIONS SPECIFIC TO BUILT FOR MODULES

ARTICLE 1. PURPOSE

PrestaShop Marketplace distributes various Modules. These include classic Modules and Built For PrestaShop Modules.

Built For PrestaShop Modules must include the Account, Billing and Cloudsync APIs, at PrestaShop's discretion.

Distribution of Built For PrestaShop Modules must be made under the AFL license reproduced in Appendix 5 or under another compatible license.

ARTICLE 2. PARTNER'S OBLIGATIONS

2.1 Modules development

The Partner or its Technical Service Provider undertakes to develop the Modules in accordance with the [Development Guide](#), as well as in compliance with good practice and the rules of the art.

If the development of the Modules is entrusted to a Technical Service Provider, the Partner ensures that this Service Provider possesses all the required skills and complies with all the obligations of this Article.

The Partner acknowledges that any obfuscation of the source code of its Module is forbidden and undertakes to choose an open source license compatible with the Solution in order to allow the distribution of its Module and its use by Merchants.

If the Modules are to be distributed in several languages, the Partner is responsible for translating its Modules into the languages of each country where they are to be distributed.

As a general rule, the Partner will at least translate its Modules into English.

The distribution of the Module will be carried out on the Territories available on the PrestaShop Marketplace and chosen by the Partner.

To integrate the API Account(s), Billing and/or Cloudsync into its Modules, the Partner or its Technical Provider must also refer to the documentation available at the following link: <https://billing-docs.netlify.app>.

2.2 Modules validation

Once the Modules have been developed, the Partner submits them to the validation tool (hereinafter "Validation Tool") as indicated in the Development Guide accessible in Appendix 4.

PrestaShop does not accept Modules with technical, security and/or functional errors that could hinder the proper functioning of the Solution.

Sellers benefit from the use of a partner solution to run a security scan on their Modules before submitting them to the Validator Tool. In the event of a flaw, the Solution notifies the Seller, who must then correct it.

2.3 Quality control and module delivery

If the Module is validated by the Validation Tool, PrestaShop carries out the Quality Control procedure or has it carried out by any service provider of its choice.

Modules pass the Quality Control when they do not present any security flaws that could hinder the proper functioning of the Solution.

Any anomalies in the design and/or operation of the Modules identified after the Quality Control must be corrected without delay by the Partner or its Technical Service Provider.

Delivery of Modules to PrestaShop must include:

- (i) delivery of a stable, executable version of the Modules;
- (ii) the source and object codes of the Modules;
- (iii) documentation relating to the development (including technical specifications, detailed specifications and commented code), installation and use of the Modules. All documentation submitted to PrestaShop must be in English.

2.4 Co-operation

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

The development and management of the Module may require information to be sent to achieve the necessary technical configurations. In this respect, the Partner undertakes to contact the PrestaShop technical contact in order to finalize the development of the Module. Failure to do so may result in the Module being rejected by PrestaShop.

The Partner shall immediately notify PrestaShop of any malfunction that may be related to the integration of the Module into the Solution, so that PrestaShop may proceed with its correction.

2.5 Corrective and evolutionary maintenance of the Module

The Partner undertakes to:

- take care of the curative and evolutionary maintenance of the Module ;
- make or have made, at its own expense and under its own responsibility, any corrections identified as necessary for the proper operation of the Module.

In the event of design or operating anomalies affecting the Module which are likely to alter or hinder the proper functioning of the Solution or to damage PrestaShop's image and reputation, PrestaShop may suspend the distribution of the Module for the time necessary for the Partner to correct them.

2.6. Upgrading to later versions of the Solution

Built For Modules require at least version 1.7 of the Solution.

PrestaShop does not guarantee in any way the compatibility of the Module with subsequent versions of the Solution.

The Partner further acknowledges that it is its responsibility to carry out or have carried out, at its own expense and under its own responsibility, the developments necessary to upgrade the Module with subsequent versions of the Solution.

2.7 Merchant Support

In the event that a Merchant encounters a technical or functional problem with the Module, the Partner must provide support without delay.

PrestaShop does not respond to support requests from Merchants concerning the Module. The Partner or its Technical Service Provider must respond to Merchants' requests concerning the Module that are addressed to it via its Addons Account.

PrestaShop shall use its best efforts to communicate to the Partner any Merchant request related to its Modules so that the Merchant can receive the appropriate support from the Partner.

2.8 Financial compensation

The Partner acknowledges that distribution of the Module entails payment of all the sums mentioned in Article 7 of the Specific Conditions for Built For Modules.

ARTICLE 3. AVAILABILITY

PrestaShop will use its best efforts to make the download of the Modules accessible from its website 24 hours a day, 7 days a week, without interruption other than those required for the curative or evolutionary maintenance of the PrestaShop Marketplace.

PrestaShop does not provide any particular guarantee to the Partner as to the uninterrupted operation of the PrestaShop Marketplace.

PrestaShop makes no commitment to results in terms of service levels, either in terms of intervention time or correction time. PrestaShop's obligation in this respect shall be limited to an obligation of means.

PrestaShop cannot guarantee that any reported difficulties or incidents will be corrected.

ARTICLE 4. FINANCIAL TERMS

PrestaShop will receive a commission amounting to 25% (twenty-five percent) of the monthly subscription price offered to Merchants for the use of the Built for Module.

For the sale of classic modules, PrestaShop will charge a reduced commission according to the table communicated to the Partner.

Payment of the commission due to the Partner will be made by the payment service provider Stripe via the Billing API. The Partner accepts that PrestaShop will collect all sums paid by the Merchants before paying the Partner on a monthly basis the said sums, less the remuneration earned by PrestaShop.

The Partner acknowledges that it receives its remuneration on condition that the Merchant pays its subscription in advance.

ARTICLE 5. INTELLECTUAL PROPERTY

5.1 No assignment of intellectual property rights

These T&Cs do not transfer ownership, the Partner and PrestaShop retain all their intellectual property rights. The Partner thus retains full ownership of its Module, trademarks and logos.

5.2 PrestaShop Account, Billing and CloudSync API license agreement

The Account, Billing and CloudSync APIs are distributed under the AFL license, reproduced in Appendix 5 of the General Terms and Conditions. The Partner undertakes to comply strictly with the terms of this license.

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

The Partner acknowledges that this grant of the right to use the APIs does not in any way imply a transfer of the APIs by PrestaShop to the Partner, nor shall it be considered as a waiver by PrestaShop of its intellectual property rights.

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

5.3 Granting of licenses by the Partner

In order to enable PrestaShop to perform the Services, the Partner grants PrestaShop, free of charge and non-exclusively and for the entire duration of the contractual relationship, all the necessary rights to carry out any computer operation for the purpose of reproducing, representing, broadcasting, distributing and promoting in all forms and by all means known the Module on the website www.addons.prestashop.com.

5.4 Use of Module

Within the scope of the T&Cs, and for the entire term of performance, the Partner grants PrestaShop a non-exclusive license to use the Module in order to enable PrestaShop to perform its obligations.

5.5 Consequences of termination

Upon termination of the contractual relationship for any reason whatsoever: (i) each of the parties shall immediately cease to use the trademarks/logos of the other party and/or distribute its products and services; (ii) the licenses referred to in this Article shall terminate; (iii) each of the parties undertakes to immediately cease all representations or statements which might imply any relationship between them.

Furthermore, the consequences of the termination of the contractual relationship between PrestaShop and the Partner as set out in the Partner Marketplace T&Cs remain applicable.

ARTICLE 6. PARTNER'S GUARANTEES

The Partner guarantees that its Module complies with the standards detailed in the Development Guide in Appendix 1 and does not contain any virus or malware.

The Partner undertakes not to include in the description of the Module any element contrary to public order or current regulations.

He declares and warrants to PrestaShop that he holds all rights, in particular intellectual property rights, necessary for the performance of the T&Cs.

The Partner declares and warrants that it has taken all necessary and customary steps to ensure the ownership of the rights necessary for the conclusion and performance of the T&Cs and that it has entered into or regularized the assignment or licensing of rights with any third parties who may or could hold rights to all or part of the Module and that, as a result, it has all the rights or authorizations necessary for the distribution of its Module.

The Partner declares and guarantees that its Module does not infringe or counterfeit any copyright, patent, trademark or any other intellectual property right held by a third party.

In this respect, the Partner undertakes to fully indemnify and hold harmless PrestaShop against any and all judgments, costs (including legal fees and expenses) and incidental expenses that may be incurred by PrestaShop as a result of the inaccuracy of the representations and warranties provided in this Article.

The Partner shall immediately inform PrestaShop of any claim made by a third party relating to its Module so that PrestaShop can take all necessary action.

ARTICLE 7. LIABILITY

7.1 Partner's liability

The Partner is solely responsible for the development of its Modules.

The Partner assumes full responsibility for any damage that may result from the use of its Module. In this respect, the Partner undertakes to indemnify and hold harmless PrestaShop from and against any and all claims, costs and expenses arising out of or in connection with any damage suffered by a Merchant as a result of the use of the Partner's Module.

In no event shall PrestaShop be liable for any direct or indirect damages suffered by a Merchant as a result of the use of the Module, such as, but not limited to, loss of profits, loss of opportunities, loss of customers, loss of data, replacement costs or damage to image.

7.2 PrestaShop's liability

PrestaShop's liability under the T&Cs shall be limited to direct damages resulting from anomalies that may be contained in the Account, Billing and CloudSync APIs. Where applicable, PrestaShop's liability shall be limited to the malfunction of these APIs. In no event shall PrestaShop be liable for any direct or indirect damages suffered by the Partner as a result of improper integration or configuration of these APIs.

ARTICLE 8. PERSONAL DATA

8.1 Partner personal data

PrestaShop processes the personal data of the Partner's employees as part of the management of the contractual relationship arising from these T&Cs.

8.2 Merchant personal data

Each Party is responsible for its own compliance with laws and regulations relating to the protection of personal data. The T&Cs do not create any co-contracting or subcontracting relationship between the Parties.

To the extent possible, the parties agree :

- to comply with their obligations under laws and regulations relating to the protection of personal data ;
- to ensure that the declarations and notifications made comply with the laws and regulations relating to the protection of personal data;
- to provide each other, on request, with copies of such declarations or notifications; and
- to take all appropriate technical and organizational measures against destruction, accidental or unlawful loss, unauthorized disclosure, modification or access, or any other form of unauthorized data processing.

With regard to PrestaShop's respect for Merchants' personal data under the T&Cs, PrestaShop undertakes to meet its obligation to inform Merchants. Similarly, the Partner undertakes to comply with its obligation to inform Merchants.

ANNEXE 4 – DEVELOPMENT GUIDE

1. [Programmer documentation](#)
2. [Documentation Module Built For PrestaShop integration](#)

ANNEXE 5 - ACADEMIC FREE LICENSE ("AFL") V. 3.0

This Academic Free License (the "License") applies to any original work of authorship (the "Original Work") whose owner (the "Licensor") has placed the following licensing notice adjacent to the copyright notice for the Original Work:

Licensed under the Academic Free License version 3.0

1) **Grant of Copyright License.** Licensor grants you a worldwide, royalty-free, non-exclusive, sublicensable license, for the duration of the copyright, to do the following:

a) to reproduce the Original Work in copies, either alone or as part of a collective work;

b) to translate, adapt, alter, transform, modify, or arrange the Original Work, thereby creating derivative works ("Derivative Works") based upon the Original Work;

c) to distribute or communicate copies of the Original Work and Derivative Works to the public, under any license of your choice that does not contradict the terms and conditions, including Licensor's reserved rights and remedies, in this Academic Free License;

d) to perform the Original Work publicly; and

e) to display the Original Work publicly.

2) **Grant of Patent License.** Licensor grants You a worldwide, royalty-free, non-exclusive, sublicensable license, under patent claims owned or controlled by the Licensor that are embodied in the Original Work as furnished by the Licensor, for the duration of the patents, to make, use, sell, offer for sale, have made, and import the Original Work and Derivative Works.

3) **Grant of Source Code License.** The term "Source Code" means the preferred form of the Original Work for making modifications to it and all available documentation describing how to modify the Original Work. Licensor agrees to provide a machine-readable copy of the Source Code of the Original Work along with each copy of the Original Work that Licensor distributes. Licensor reserves the right to satisfy this obligation by placing a machine-readable copy of the Source Code in an information repository reasonably calculated to permit inexpensive and convenient access by You for as long as Licensor continues to distribute the Original Work.

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