

TERMS OF USE OF WWW.PRESTASHOP.COM

These general terms and conditions of use (the “T&Cs”) are intended to govern the terms and conditions of use of the www.prestashop.com website (the “Website”) published by PrestaShop, a public limited company with capital of €322 451.55, having its registered office at 12 rue d'Amsterdam, 75009 Paris, France, and entered on the Paris company and trade register under no. 497 916 635 (“PrestaShop”) as well as the offer and purchase of the latter’s products and services available on the Website.

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

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.

1. T&C agreement and modification

By browsing the Website, User (the “User”) agrees to the T&Cs of the Website and its documentation.

If User does not agree to the T&Cs, he should not use the Website.

These T&Cs may be amended by PrestaShop at any time, without prior notice, to take into account Website developments and changes to applicable regulations. The new version of the T&Cs will be provided on the Website.

User is encouraged to regularly view them.

2. The Website

The purpose of the Website is to provide information about PrestaShop activities, products and services.

It enables User to download the PrestaShop solution to quickly and easily create e-commerce websites for selling goods and services online and/or to create a user account for the PrestaShop Ready service. In the latter situation, User must agree to the general terms and conditions of use and sale.

Furthermore, the Website allows User to obtain information about trainings provided by PrestaShop, technical support and guides concerning the various versions of the PrestaShop solution.

The Website offers interactive functionalities such as newsletters, a blog and a forum (the “Forum”).

3. Conditions of use

The use of the Website is free of charges.

Certain Website features are only available once the forms asking for personal details are completed. The same applies to the various Website contact forms. Mandatory details are marked with an asterisk (*). If those details are not provided, PrestaShop reserves the right not to provide the service.

When Users download the open source PrestaShop Download solution, they agree to comply with its specific terms of use, namely by ticking the required box when downloading.

Users agree to provide accurate, complete and up to date information only.



Therefore, Users cannot contribute or post to the [Forum](#) unless they have already created their account.

Users acknowledge and agree that their contributions to the Forum are public and all other Website Users may access them.

Users acknowledge that Forum posts reflect the opinions of their authors. As such, PrestaShop shall not, under any circumstances, be held liable for the content of those posts.

Similarly, Users agree not to (i) threaten, defame, insult or intimidate a person or entity, (ii) take part in or contribute to illegal activities or those that violate the rights of others, particularly their copyright or trademark rights, (iii) publish, post online, download to a server, distribute or circulate any topic, name, element or information that is inappropriate, insulting to religious or ethical beliefs, defamatory, obscene, indecent or illicit, (iv) supply false, misleading or incorrect information, or (v) denigrate or harm the reputation of PrestaShop or any other user.

Users agree not to use the services available on the Website for the purpose of causing harm to PrestaShop or any other internet user, or to gain unauthorised access to any service, account, network or database.

Users agree to use the Website's content and services in a proper, appropriate and fair manner, in accordance with these T&Cs.

All illegal and illicit actions and/or those that are contrary to public order or good moral standards are strictly prohibited.

4. Intellectual Property

All Website elements and their design, selection, presentation and organisation are protected by intellectual property rights owned by PrestaShop.

The trademarks, domain names, acronyms, logos, drawings and other elements that

appear on the Website are the exclusive property of PrestaShop.

The trademark may be used in accordance with [PrestaShop's guiding principles](#).

Users are further informed that using the PrestaShop trademark in a domain name is strictly prohibited.

Consequently, Users agree not to use this trademark in a domain name.

Using the PrestaShop trademark in a domain name may result in legal proceedings.

Using the Website does not transfer any intellectual property rights, including those relating to its content, the PrestaShop trademark or the software.

5. Personal data

To find out more about the personal data we collect and use, User is encouraged to read the [Personal Data Protection Policy](#) on using the Website.

6. Hyperlinks

The Website may contain hyperlinks to redirect User to third party websites, including to agency or partner websites, or social networks.

PrestaShop accepts no liability for the websites to which these links lead as it has no control over the various third party websites.

Websites linking to pages on our Website may not reproduce its pages in any way.

7. Access restrictions

PrestaShop reserves the right, at its sole discretion, to end the User's participation in the Forum at any time and without prior notice, and to remove any Forum contributions when a User has published inappropriate content or content that contravenes Article 3 of these T&Cs.



Users may notify PrestaShop of illicit content or behaviour that contravenes these T&Cs [here](#) or by writing to legal@prestashop.com.

8. PrestaShop's liability and guarantees

PrestaShop will do its best to ensure the Website is accessible 24 hours a day and 7 days a week, without however being bound by an obligation to achieve specific results.

However, PrestaShop may suspend, restrict or interrupt access to the Website or certain pages on it at any time in order to carry out updates, content modification and any other action deemed necessary for the Website to operate correctly.

As such, PrestaShop in no way guarantees the availability, access to or continuity of the Website.

Should it become unavailable for any reason, this will not give rise to any compensation for the User.

PrestaShop is only responsible for the content it has published itself.

PrestaShop shall not be held liable for any damage or loss suffered by the User in accessing and using the Website.

More generally, PrestaShop shall not be held liable for:

- The use made by the User of the Website,
- Any activity that constitutes a breach of these T&Cs by the User,
- Any damage caused to the User's equipment by a virus contracted while browsing the Website or any other damage caused by the User's browsing.

The User is solely liable for all property or consequential financial loss or damage resulting from the use of the Website.

9. Applicable law

These T&Cs are subject to French law.

Any disputes arising from the application of these T&Cs and which cannot be amicably resolved will be brought before the Paris Commercial Court, notwithstanding multiple respondents and/or third-party recourse, even for protective or urgent measures either by summary or ex-parte proceedings.