



PrestaBox Terms & Conditions

Last update: 4th March 2013

NOTE: The English version of the terms and conditions is indicative, only the French terms are valid in case of dispute.

BETWEEN:

The company PRESTASHOP, *Societe Anonyme*, with a capital of 250 456,95 Euros, with a registered office at 55, rue Raspail Levallois-Perret (92 300) and registered with the RCS of Nanterre under number B 497 916 635;

Hereafter « **PRESTASHOP SA** »

AND:

Each person who, as part of his/her professional activity, subscribes to the Service;

Hereafter « **Customer** »

PREAMBLE:

PRESTASHOP SA designs, produces and markets an open-source application allowing for, in a simplified manner, the creation and operation of an e-commerce store.

This application, marketed under the name "PRESTASHOP", provides, in its basic version, standardized features to which can be joined modules that require payment, developed by, according to a community contribution model, users of the PrestaShop solution.

PRESTASHOP SA has also developed a service called "PRESTABOX" allowing its users to have, in SaaS (Software as a Service) mode, a package offer including:

- i) The reservation of a domain name;
- ii) A right to use remote solution PRESTASHOP in SAAS mode;
- iii) The hosting of this solution with a professional web host;
- iv) Access to a remote administration interface;
- v) Technical assistance, as defined on Article 6;
- vi) An optional service charge for graphic customization.

The present general conditions are meant to define the "PRESTABOX" service's terms and conditions to which the Customer has decided to subscribe, after (i) having read and accepted the Contract without reserve and (ii) having verified the "PRESTABOX" service's compatibility with his or her needs.

The customer acknowledges that termination of the Contract is registered in the frame of his professional activity with which he maintains a direct link.

THIS BEING STATED, IT IS AGREED AS FOLLOWS:

ARTICLE 1- DEFINITIONS

The terms defined in the present Contract and in its preamble, whenever they begin with a capital letter, whether they are mentioned in singular or in plural, will hold the following meanings:

"Configuration interface" designates the interface whereby the Customer can administrate his/her entire Shop Site, as defined hereafter.

"Configuration Requirement" designates computer equipment PC or Mac, a recent internet browser (Firefox 2 or higher, Internet Explorer 7 and above, Safari 3 or higher, Chrome) and Internet connection required to accessing the server.

“**Contract**” designates collectively the General Conditions and, where applicable, the Special Conditions.

“**General Conditions**” designates these terms and conditions if modified.

“**Module**” designates a compartment of the Software corresponding to one or many specific features of the Software.

“**Parties**” designates collectively PRESTASHOP SA and the Customer, and individually one of them;

“**Service**” designates the PRESTABOX service as described in the preamble above, subject to Special Conditions;

“**Shop Site**” designates a merchant website operated by the Customer by means of the Service.

“**Software**” designates the version of PRESTASHOP used within the Service that, in SAAS mode, creates, administrates, and operates an e-commerce shop;

“**Special Conditions**” designates the official conditions attached hereto.

ARTICLE 2 - PURPOSE OF CONTRACT

The Contract aims to determine the rights and obligations of the Parties under the provision of Customer Service, which has an exclusively technical and computer-related nature.

ARTICLE 3 – DURATION OF CONTRACT

The Contract starts as soon as the Customer accepts it and is set for an undetermined period of time.

ARTICLE 4 - CUSTOMER WARRANTIES

The Customer must ensure PRESTASHOP SA against all prosecutions and convictions or other problems that could be due to a Customer violation of any obligations specified in the Contract or the inaccuracy of one of its statements.

Arbitration awards as well as agreed compensations for which payment is the responsibility of PRESTASHOP SA, and reasonable expenses incurred by PRESTASHOP SA for its representation and defense of its interests are assimilated into the conviction.

ARTICLE 5 - LICENSE TO USE REMOTE SOFTWARE

License to use the Software in SAAS mode

PRESTASHOP SA consents to the Customer a remote software user license, which is personal, nonexclusive, and nontransferable, for the duration of the Contract.

The license currently granted to the Customer is strictly limited use of the Software in SAAS mode.

This license is limited to the features of the Software to which the Customer has subscribed and to any services provided under the Special Conditions.

This license may not, under any circumstances, be sub-licensed, lent or given by the Client to a third party in any way, including an individual, corporation or other entity including a dependent group of the Customer’s company or Contractually bound to the Customer, except with the prior written consent of PRESTASHOP SA.

PRESTASHOP SA grants the Customer:

- No right to use or license the intellectual property rights PRESTASHOP SA holds or will hold;
- No rights, nor license on programs, software or applications used by PRESTASHOP SA for the operation, development, and maintenance of the Service, or generally for any application required or simply useful for

the proper functioning of the Software, and

- No right of access to "source codes" or "object codes" of software.

All other usage not discussed in the Contract is subject to preliminary and written authorization from PRESTASHOP SA.

Customer Disclosure

The Customer agrees to immediately inform PRESTASHOP SA (i) of any act of infringement of the Software, or any act likely to be so described, which could be performed by a third party, and of which the Customer has knowledge (ii) of any loss or destruction of data and of any Software malfunction, even if it does not prevent the Customer from using the software.

ARTICLE 6 - SERVICE ACCESS

Subscription to the Service

The subscription to the Service takes place online, following the procedure provided for this purpose on the site www.prestabox.com.

Access to the Service is conditional upon the Customer providing bank details, which are then validated by the provider of the payment service chosen by PRESTASHOP SA.

Reserving a Domain Name

By default, the Shop Site is available at an address such as "storename.prestabox.com" allocated by PRESTASHOP SA and remains the property of latter.

The Customer may however proceed by his or herself, or ask PRESTASHOP to reserve a domain name as part of the Service by following the procedure provided for this purpose on the site www.prestabox.com or in his/her Configuration interface.

The request to reserve a domain name will be recognized by PRESTASHOP SA after PRESTASHOP SA receives a receipt of the corresponding payment made by the Customer.

PRESTASHOP SA declines any responsibility if the domain name requested by the Customer is reserved by a third party during the delay period required to collect the Customer's payment. The amount paid for the reservation of the domain name will then be refunded to the Customer, without the latter claiming any compensation.

No later than ONE (1) week prior to the expiration of the Contract, the Customer has the ability to recover his or her domain name transfer code held by PRESTASHOP SA, except if PRESTASHOP SA is aware, in the forms required by law, that this domain name violate third parties rights. Any expenses caused by the transfer procedure will be borne by the Customer.

In such a case, PRESTASHOP SA accepts no responsibility for any consequences of the Customer not renewing their subscription and / or not paying the subscription fee.

Providing access codes to the Configuration interface

PRESTASHOP SA may provide a user name and access code. The Customer agrees to keep this information confidential.

He or she will ensure that no unauthorized person has access to these codes and will be responsible for the consequences of possible disclosure, theft or loss.

Any connection to the Service using the Customer's IDs and Passwords is deemed to have been made by the Customer.

Accessibility of the Service

Subject to what is said in the article "Force Majeure" PRESTASHOP SA will make its best efforts to provide the Client access to the Software.

It is expressly agreed that the use of, or access to, the Software may be temporarily interrupted by PRESTASHOP SA whenever is required, especially for data backup, Software maintenance, or generally to ensure the proper functioning of the Software and the Service.

In case of unlawful use, piracy or counterfeiting of the Service, or in cases of particular risk to the security of the Software host and the Customer's data, PRESTASHOP SA reserves the right to suspend access to the Service, being noted that such interruptions will not give rise to any indemnity to the Customer, and will be the amounts owed by Customer under the Contract without damages.

In no case will PRESTASHOP SA be liable for any damages suffered by the Client which are due to an unavailability of the Service, and assumes no obligation to repair or compensate the Client for any damages that may be related to a Service Accessibility problem.

Use of the Service requires Internet access and compliance with configuration requirements. This service is not included in the Service, thus the Customer shall be personally responsible for such access to the appropriate operator freely chosen by the Customer and the responsibility thereof.

Graphic Personalization

The Customer does not have any FTP access allowing him to access the source files of his Shop Site.

The Customer will somehow be able to customize the graphic design of his Shop by choosing among the offered themes and editing his theme through the "Pages organization" tab in his Configuration interface.

Technical Assistance

PRESTASHOP SA provides its Customers with a technical support service by mail. These mails can be sent by the Customer through the Configuration interface of his Shop Site (tab Home > Support).

No phone support shall be performed.

The Contract concerns the following domains:

- functional questions about the use of the Software PRESTASHOP,
- monitoring of the Software's anomalies resolution

The technical Assistance doesn't concern:

- support on versions in development,
- specific developments that the Customer wants to add up,
- the creation of a graphic or template,
- user formation
- fixing of source files modified by the Customer,
- resolution of anomalies on Modules developed by third parties
- support of anomalies non repeatable
- updates version,
- travels on site
- any intervention irrelevant to what has been defined by the intervention or configuration ticket.

This list is not exhaustive.

ARTICLE 7 - HOSTING AND DATA BACKUP

Hosting

The Shop Site will be hosted by PRESTASHOP SA.

Data Backup

PRESTASHOP SA will make its best efforts to, at least once a week, backup the Customer's Shop Site data. This data can be restored if an operation or configuration error occurs, and will be charged to the Customer if the fault of the error lies with him or her at the price of ONE HUNDRED FIFTY (150) euros excluding tax.

Access to Data

The Customer authorizes PRESTASHOP SA to conduct a technical manipulation of the data and to have access to his or her account, particularly in order to resolve any technical problem that may occur while operating the Shop

Site.

ARTICLE 8 - TERMS AND CONDITIONS OF USE

The Customer agrees to use the Service in accordance with current laws and regulations, as well as public order and moral standards.

As such, the Customer shall respect the rules of intellectual property law and protection of personal data. The Customer guarantees in particular that his or her use of the Service:

- Does not violate the conditions of a previous Contract;
- Does not infringe the intellectual property rights of others, the protection of minors, and the respect for the individual
- Complies with specific regulations of his or her business
- Respects all applicable laws and regulations
- Contains no misleading or deceptive information or declaration.
- Does not constitute as an act of unfair competition
- Is not likely to hold PRESTASHOP SA liable or damage its image

Finally and generally, the Customer releases PRESTASHOP SA from any obligation to verify the accuracy and legality of data processed by the Shop Site, which will operate under the sole responsibility of the Customer.

ARTICLE 9 – INTELLECTUAL PROPERTY

PRESTASHOP SA is holder of all intellectual property's rights pertaining to the Software.

Use of the Software doesn't include property rights' transfer to the other Party. Consequently, the Customer forbids himself/herself from harming to PRESTASHOP SA's intellectual property's rights and commits to take every appropriate measure to enforce these rights.

Sanctions in case of violation of intellectual property's rights

In the event of violation of PRESTASHOP SA's intellectual property's rights by the Customer on his/her Shop Site, apprised to PRESTASHOP SA in legal conditions, the latter reserves the right to unilaterally cancel the Contract within ONE (1) month of sending a notification to the Customer by email or via the Configuration interface of the Shop Site.

If PRESTASHOP SA is aware, by notification in legal conditions, that the Shop Site's domain name is violating intellectual property's rights of a third party or of PRESTASHOP SA, the latter reserves the right to remove the domain name within TWO (2) weeks of sending a notification to the Customer by email or via the Configuration interface of the Shop Site.

These actions are exclusive of damages.

Generally, the Customer commits to take all reasonable steps necessary to respect the intellectual property rights of PRESTASHOP SA.

ARTICLE 10 - FINANCIAL TERMS

The Customer commits to exhaustively provide to PRESTASHOP SA body of necessary information to carry out effective treatment of payments.

He/She commits to inform and to update, when it's necessary, his/her name, his/her company name, his/her post address, his/her bank details, his/her VTA number and a correct email address.

The Customer declares that financial conditions had been communicated to him/her before the subscription of Services, and he/she declares that he read and accepted them. These financial conditions are available on the website www.prestabox.com.

Prices are mentioned excluding taxes in Euros.

Fees

In return for the license granted to the Customer by PRESTASHOP SA, the Customer commits to pay to PRESTASHOP SA TWO (2) percent of the monthly turnover achieved by the use of the Shop Site. From the SECOND (2nd) month operating the Shop Site, PRESTASHOP SA's remuneration will be TWO (2) percent of the monthly turnover achieved by the use of the Shop Site with a minimum of NINETEEN EUROS AND NINETY CENTS (19.90€) monthly.

The invoices of the Customer will be available on the Configuration interface of his Shop Site every month, at the birthday date of the opening of his Shop Site.

Once issued, an invoice has to be paid. The payments are performed by direct debit on the Customer's account used for the subscription to the Service.

Methods for calculating the Customer's monthly fee

The monthly turnover considered to calculate the fee is the sum (taxes included) of the Shop Site's charges, including shipping for all orders with the following payment statuses: Payment accepted, Preparation underway, In Transit, Delivered, Refunded, as well as any new order status created by the Customer on the Shop Site.

Repayment

Parties agree that, whatever the reasons, if the Customer claims repayment of each sum to PRESTASHOP SA, the latter will repay it to the Customer when the amount will reach FIVE (5) Euros.

In case of Termination of the Contract, sums dues by PRESTASHOP SA to the Customer will be repaid, whatever the amount.

Late Payments

After FIFTEEN (15) days of late payments by the Customer, PRESTASHOP SA will send to him/her, to the email address he/she mentioned, a reminder email enjoining him/her to pay immediately due sums.

THREE (3) days after this sending, if the reminder is remained without answer and effects, PRESTASHOP SA reserves the right to indefinitely suspend the access to the Service until effective payment of all due sums which will generate interests at the rate of three times the applicable legal French interest rate, without formal notice, by due date of the bill, without excluding all later claims for damages or other actions, including judicial actions, necessary to protect PRESTASHOP SA rights.

If NINETY (90) days after receipt of first bill by the Customer, the latter stays PRESTASHOP SA's debtor, PRESTASHOP SA reserves the right to unilaterally terminate the Contract. This unilateral termination will be apprised to the Customer by email and following conditions mentioned on article 13.

Besides, PRESTASHOP SA could demand payment of a sum immediately cashable by PRESTASHOP SA. This sum is called "security deposit payment".

This security deposit payment is refundable, minus any unpaid appropriate, at the latest within the THIRTY (30) days of completion of all contractual relationships between the Customer and PRESTASHOP SA. The security deposit payment is not a down payment and does not in any way excuse the Customer from timely payments.

PRESTASHOP SA may affect to the insufficient Customer expenses incurred in case of rejection sampling from the bank of the Customer.

ARTICLE 11 - LIMITATION OF LIABILITY

PRESTASHOP SA does not warrant that the Service is free of errors or malfunctions.

PRESTASHOP SA is strictly subject to a simple best effort obligation and will not be liable for defects in the Software.

Except as provided by mandatory law, PRESTASHOP SA shall under no circumstances be liable for any

consequential damages resulting from use or inability to use the Service, even if PRESTASHOP SA or the Customer could have been informed of the possibility of such damage.

In no case shall PRESTASHOP SA be held liable for consequential damages, including a possible loss of sales, profits and consequential expenses incurred indirectly by the Customer through the use of the Service or from its possible failures or interruptions.

As a result, the Customer is solely responsible for all transactions carried out when using the Service.

The responsibility PRESTASHOP SA will be, in any event, limited to direct damage within the limit of an amount equal to the amounts charged by PRESTASHOP SA to the Customer for THREE (3) months preceding the event.

ARTICLE 12 - UNILATERAL TERMINATION

Besides specific conditions mentioned on articles 9, 10 and 14, Parties may terminate the Contract at any time, without justification or indemnity.

In case PRESTASHOP SA initiates the termination, the Customer will be informed by email or via his/her Configuration interface. The termination will then be completed NINETY (90) days after the notification.

In case the Customer initiates the termination, he/she has to notify the termination to PRESTASHOP SA via the "My Account" tab of his/her Configuration interface. In this case, the termination will be completed within TEN (10) days after reception of notification.

Any month started will be due in full.

ARTICLE 13 - EFFECTS OF TERMINATION OF SERVICE

Circumstances of the Database

From Termination of the Contract, PRESTASHOP SA won't retain Customer Shop site's data and will close access to the public of the Shop site.

Within a period of ONE (1) month following the expiration of the Service, the Customer may, upon written request, seek to obtain a copy of the Shop Site database, but only in its native format in the Software's computing environment.

Transmitting a copy of the database incurs a payment by the Customer to PRESTASHOP SA in the amount of ONE HUNDRED FIFTY (150) euros excluding tax, to cover the costs arising from this transaction as well as any outstanding amounts, plus any accrued interest and any costs incurred by PRESTASHOP because of late payments.

PRESTASHOP SA does not in any way guarantee the compatibility of the format with another application environment.

After the deadline above, PRESTASHOP SA will not keep track of files and customer data.

Commercial reference

All texts, photos, videos, data, posters, logos, trademarks and other items reproduced on the website www.prestabox.com are reserved and protected by intellectual property law, namely copyright and related rights, rights of trademarks and by the law pertaining to the protection of database.

As a consequence, no operation, dissemination, reproduction, or other use of these items, even partially, shall be made without the express authorization of their creator, pursuant to sections L 111-1, L 122-1 and L 122-4 of the Code of Intellectual Property.

Each Party expressly authorizes the other to mention, as a business reference, the company name and product brands in accordance with applicable uses.

Each party undertakes expressly to cause no harm to the other Party's Image.

ARTICLE 14 - FORCE MAJEURE

Neither Party shall be liable for any loss or damage due to the delay or failure to perform their obligations resulting from a force majeure or fortuitous event, provided that the occurrence of this event is quickly brought to the knowledge of the other Party in writing, specifying the impact of this event on the estimated time during which it will affect the performance of the Service.

Explicitly, those which are considered as force majeure include, in addition to those usually used by the French courts, breakdowns and computer malfunctions, air conditioning breaking down in computer labs, computer breakdowns, blockage or disruption of networks and communications services both electronic and postal, total or partial strikes, lockouts, natural disasters, epidemics, governmental restrictions, power failures, water damage, war and all similar events.

In case of suspension of the Contract for a period longer than FIFTEEN (15) days after notification by one Party of force majeure, the Party shall be entitled to terminate the Contract through the Configuration interface or by email without notice.

ARTICLE 15 - AGREEMENT ON EVIDENCE

It is expressly agreed that the Customer's connection logs and Shop Site visit logs, which will be retained by PRESTASHOP SA, will serve as proof between the parties.

In this regard, the Customer authorizes PRESTASHOP SA, subject to compliance with its confidentiality obligations, to conduct registration of all information relevant to the preservation and establishment of such evidence.

ARTICLE 16- PERSONAL DATA PROTECTION

Information given by the Customer are required for SA PRESTASHOP order management and trade relations. They can be sent to companies that contribute to order processing, including on-line payment. This information is also stored for security purposes and to better personalize the offers made to the Customer.

Under the French Data Protection Act No. 78-17 of January 6, 1978, as amended, the Customer has a right to access, modify, correct or delete any personal data collected by PRESTASHOP SA as part of its business.

These rights may be exercised directly on the PRESTASHOP SA's website www.prestabox.com or by writing to the Company: PRESTASHOP SA - RMA Personal Data, 55, rue Raspail, 92300 Levallois-Perret (France).

The Customer can choose from when creating or consulting their account to receive offers PRESTASHOP SA or partner companies. The Customer may at any time change its preferences on the page "personal information" of his account.

In addition, the website www.prestabox.com implements an automatic method for a cookie in the Customer's computer to record information about the navigation of its computer on the Site. The Customer can still oppose the registration of cookies by configuring its browser.

PRESTASHOP SA may be required, in accordance with its legal obligations, to disclose personal information in legal proceedings.

ARTICLE 17 - NON-SOLICITATION OF STAFF

The Customer commits to never hire, directly or indirectly, any staff member PRESTASHOP SA for the duration of

the Contractual relationship and for a period of ONE (1) year from the end of the Service.

In case of a breach of this clause, the Customer agrees to pay a standard rate compensation to PRESTASHOP SA of one year of net pay of each staff member laid off.

ARTICLE 18 - GENERAL ARRANGEMENT

Acceptance of General conditions

Use of the Service is submitted to General and Specific conditions if appropriate. PRESTASHOP SA reserves the right to modify General and Specific conditions at any time, modifications take effect from their publication on the PRESTASHOP SA's website, except for ongoing downloads.

The full acceptance without reservation by the Customer of General conditions shall be deemed given when he/she ticked the box "I accept the General conditions" during the account creation or during any update day.

If the Customer has not ticked this box, use of the Service is not possible, the Customer acknowledges that.

Absence of waiver clause

The failure of either party not to invoke against the other Party one of the clauses of the Contract shall be construed as implying a waiver of the benefits of that clause.

Full consent

The Parties recognizes that the Contract expresses all obligations of the Parties under the Contract subject to the exclusion of any other document. No changes or additions to any of the provisions hereof shall be compulsory for the parties unless it has been accepted by a written endorsement signed by a duly authorized representative of each Party.

Severability Clause

If any clause in this Contract becomes invalid or unenforceable, in whole or in part, the Contract shall remain in operation in relation to other terms and provisions of the survivors of the clause in question. The Parties shall endeavor in good faith to renegotiate the clause to achieve the objective sought by the Parties during the initial drafting of the clause.

ARTICLE 19 – INSURANCE

PRESTASHOP SA is guaranteed professional liability for all material and immaterial damage that may be caused to the Customer by its employees in the performance of services under this Contract, within the terms and conditions of their policies.

PRESTASHOP SA provides, upon Customer's request, a certificate of insurance broker.

ARTICLE 20 - SETTLEMENT OF DISPUTES

The Contract is subject to French law.

Any dispute between the parties arising out of contract will be an attempt to settle.

IF NOT, THE PARTIES CONFER JURISDICTION TO THE COURTS IN THE JURISDICTION OF THE COURT OF APPEAL OF PARIS, PLURALITY OF DEFENDANTS OR WARRANTY PROCEDURES EMERGENCY PROCEDURES OR PROTECTION NONWITHSTANDING.