

GENERAL TERMS AND CONDITIONS OF USE OF THE SINGLE SIGN-ON ACCOUNT FOR PRESTASHOP SERVICES

PrestaShop, a limited company with registered capital of €339 227.10, with head offices located at 12 Rue d'Amsterdam, 75009 Paris, FRANCE, and entered into the Paris Trade & Companies Register under No. 497 916 635, enables Users to create an Account on its Websites.

These General Terms and Conditions of Use are intended to govern the terms and conditions of use of this Account (hereinafter the "Account T&Cs" or "T&Cs"). The Account T&Cs must be accepted before creating an Account on the Websites.

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.

ARTICLE 1 – DEFINITIONS

Terms written with the first letter capitalised have the meaning given in this Article, whether used in the singular or plural:

Email address: This refers to the email address entered by the User during the creation of their Account, which will be used as their Username

Account: This designates the User's present single sign-on, personal account, which allows them to use the Websites' services.

Username: This corresponds to the Email address entered by the User during the creation of their Account.

Sign in: This is the procedure by which the User identifies themselves in order to access their single sign-on, personal Account.

Password: This corresponds to the series of characters chosen by the User during the creation of their Account, which constitutes their own personal, confidential code that, in conjunction with their Username, allows them to access said Account and the Websites' Services.

Websites: This refers to the web pages published by PrestaShop on which the User may create an Account as required.

User: This designates any physical person or legal entity acting on a professional basis who holds an Account.

ARTICLE 2 – ACCEPTANCE AND AMENDMENT OF THE ACCOUNT T&Cs

2.1. The creation and use of an Account is subject to compliance with these Account T&Cs. By creating an Account, the User unreservedly accepts these T&Cs.

2.2. These T&Cs may be amended by PrestaShop at any time, in particular to take into account any updates to the features an Account provides access to, as well as the applicable regulations. The User will be notified if any new version of the Account T&Cs is created. By the User continuing to use their Account, it will be considered that they have unreservedly accepted the amended T&Cs.

ARTICLE 3– ACCOUNT DESCRIPTION

3.1. An Account allows the User to take advantage of several features, including the ability to access the Websites' services.

3.2. The User is informed that PrestaShop may make changes to the Account features at any time. These features may be subject to specific conditions of use, which will be communicated to the User.

3.3. The User expressly accepts the use of electronic communications and recognises their legal value.

ARTICLE 4 – ACCOUNT CREATION

4.1. Any User with internet access and the necessary technical equipment may create an Account providing they meet the cumulative conditions defined in this Article.

4.2. The User is informed that they themselves will be responsible for all costs associated with access to the Websites, including expenses such as equipment, software, an Internet service provider subscription or any taxes.

4.3. The User may create an Account as follows: by providing PrestaShop with an Email address and creating a Password in accordance with Articles 4.5 and 4.6 of these T&Cs, or by providing PrestaShop with an Email address under the conditions defined in Article 4.5 and then creating a Password through the "Forgotten password" procedure available on the Websites.

4.4. In any case, the User must unreservedly accept these T&Cs.

4.5. Providing an Email address

4.5.1. The User may create an Account using an Email address.

4.5.2. It is emphasised to the User that the Email address provided will be their Username.

The User recognises and guarantees that they have the exclusive control of the Email address they have indicated, both for Account access and management purposes as well as for the confidentiality and security of the Password that allows them to access their Account.

As a result, the User recognises that it is their own sole responsibility to ensure they are able to receive and access the emails PrestaShop will send them. The User assures PrestaShop that the Email address provided does not infringe upon the rights of any third party. The User will receive an email from PrestaShop containing a link they are invited to click on, which will redirect them to a page to create their Password.

4.6. Creating a Password

4.6.1. The User is responsible for creating their own Password. This Password is subject to the complexity requirements defined by PrestaShop according to the state of the art, and which are specified on the Password creation page.

4.6.2. The User is informed that, without defining a Password according to PrestaShop's requirements, an Account cannot be created.

ARTICLE 5 – ACCOUNT ACCESS AND USE

5.1. To access their Account, the User should Sign in using their Username and Password. They can do so by entering their Username and Password on the page provided for this purpose on the Website.

5.2. If the User is not able to enter their Password, PrestaShop provides a procedure allowing them to request to create a new Password. The new Password created by the User is subject to the complexity requirements defined by PrestaShop.

5.3. The User is informed that a “Single Sign-On” (SSO) procedure is provided. This means that, once the User has created their Account, they may access different services on the Websites without having to Sign in again.

ARTICLE 6 – PERSONAL DATA PROTECTION

In the context of these T&Cs, personal data (hereinafter “Data”) refers to information enabling the User to be directly or indirectly identified, according to the definition of this term in the applicable personal data protection regulations.

6.1. Purposes of Data processing by PrestaShop

Data processing is implemented by PrestaShop in order to allow the User (i) to create their Account, (ii) to use and manage their Account.

6.2. Methods of Data collection

6.2.1. The Data is collected directly from the User by PrestaShop when the User creates their Account.

6.2.2. Obligatory Data is identified as such on the collection forms.

6.3. Data recipients

6.3.1. Any Data relating to the User is not published, exchanged, transferred or passed on to any third party by any means without the User’s knowledge.

6.3.2. The User is informed that the Data concerning them may be accessed, within the limit of their respective responsibilities, by the following parties: internal PrestaShop departments that manage the Websites, and the personnel of any service providers strictly authorised by PrestaShop to process this Data.

6.4. User rights

6.4.1. In accordance with French and European regulations regarding personal data protection, any User may exercise their rights to access, correct and delete the Data concerning them, or oppose the processing of this Data, at any time.

6.4.2. Any User also has the right to define general or particular instructions concerning the fate of their Data in the event of their death. The User is informed that only particular instructions relating to the Data processing implemented by PrestaShop will be observed by PrestaShop, subject to their specific consent.

6.4.3. Any User may exercise their rights by sending a signed written request to privacy@prestashop.com, specifying the address to which the response should be sent and accompanied by a copy of a document proving their identity and bearing the holder's signature.

6.5. Duration of Data storage

6.5.1. In accordance with French and European regulations, the User is informed that their Data is not stored for longer than is strictly necessary for the purposes explained above. On this basis, the User is informed that their Data will be stored for the period during which they use their Account.

6.5.2. The User is informed that after a period of three (3) years during which the Account has not been used, said Account will be considered inactive by PrestaShop.

6.5.3. In any case, Data that makes it possible to prove a right or contract, or is stored by PrestaShop in compliance with a legal obligation, will be archived according to the applicable provisions.

6.6. Data security and confidentiality

PrestaShop commits to take every necessary precaution, with regard to the nature of the Data and the risks associated with its processing, to preserve Data security and namely to prevent it from being altered, damaged or accessed by an unauthorised third party.

ARTICLE 7 – COOKIES

Cookies are small text files stored in the memory of your browser or device when you visit a Website or view a message. They enable a Website to recognise the browser or device.

PrestaShop uses and places cookies in the User's browser to record certain information when they use their Account. PrestaShop uses session cookies (which expire when the User closes their browser and allow PrestaShop to link the User's actions during the particular session) as well as persistent cookies (which are stored on the User's device between browser sessions and enable PrestaShop to remember their preferences or actions).

These cookies are necessary for the User's account to operate correctly while they are browsing, and enable PrestaShop to remember the User's language, time zone, and single Username to allow them to stay connected.

The User can of course block, delete or deactivate the cookies if their browser or device allows. However, doing so may result in certain Account features on the Website becoming unavailable. The User may then be asked to enter their single Username and Password more often during their browser session.

For more information on blocking, deleting and deactivating these technologies, refer to your browser or device settings. Cookies and tracers may be deactivated and deleted using tools available on most browsers. As each browser offers different features and options, you will need to configure your preferences for each separate browser you use.

You can find out how to manage or block cookies by going to the [CNIL website](#).

ARTICLE 8 – LIABILITY

8.1. User's liability

8.1.1 All equipment and/or software necessary to access and/or use an Account remain the exclusive liability of the User, who is the only party responsible for the proper functioning of their equipment and internet access. As such, the User is responsible for ensuring they have an internet connection to allow them to browse the Websites and use their Account. The User is also responsible for taking all appropriate measures to protect their own data, computer systems and/or software from contamination by any computer viruses.

8.1.2. The User's Username and Password are personal and confidential. The User is the only party responsible for the use of their Username and Password. As such, the User will refrain from communicating these to any third party and, where applicable, the User solely assumes the consequences of disclosing these to any third party in violation of these T&Cs. The User agrees to protect and keep their Username and Password secret. The User undertakes to inform PrestaShop immediately of any breach of confidentiality, compromise, loss or irregularity with regard to these credentials. Any Password change by the User is their sole responsibility.

8.1.3. The User is solely responsible for the use they make of their Account. In this respect, the User undertakes to use their Account without infringing upon the rights of PrestaShop and/or the rights of third parties.

8.2. PrestaShop's liability

8.2.1. PrestaShop takes all reasonable measures at its disposal to ensure quality access to Accounts. In this respect, Accounts will be accessible except for interruptions for the purposes of maintaining the Websites, in the event of force majeure and/or if an event occurs that is outside of PrestaShop's control.

8.2.2. PrestaShop cannot be held liable in the event of malfunctioning of the network and/or servers, or in any other event beyond its control that might prevent and/or reduce access to the Websites and/or an Account. In the event of an interruption for maintenance purposes, PrestaShop will endeavour to communicate the dates and times of the maintenance work to the User in advance. Should the Websites become unavailable for any reason, this will not give rise to any compensation for the User.

8.2.3. PrestaShop cannot be held liable in the event of fraudulent use of the User's Username and Password by a third party due to the User's negligence or non-compliance with the security guidelines defined in these T&Cs.

8.2.4. PrestaShop cannot be held liable in the event of any use of an Account that does not comply with these T&Cs and the applicable regulations, of the communication by the User of imprecise or incomplete information entered on their Account, or of their browser configuration allowing them to log in automatically, thus enabling a third party, where applicable, to use their Account.

ARTICLE 9 – DELETION OF AN ACCOUNT

The User may delete their Account at any time. To do so, the User should go to the feature provided by PrestaShop for this purpose within their Account.

ARTICLE 10 – CONTACT INFORMATION

Any User with questions about their Account can write to us at privacy@prestashop.com.

ARTICLE 11 – MISCELLANEOUS

11.1. In the event that one of the clauses of these Account T&Cs is declared null and void or inapplicable by virtue of a law, regulation or court decision handed down by the competent court, the other clauses will remain valid and in full force.

11.2. The fact of PrestaShop failing to demand the application of any of the clauses in these T&Cs, either on a permanent or temporary basis, may not under any circumstances be interpreted as a renunciation by PrestaShop of any rights on its part arising from said clause.

ARTICLE 12 – GOVERNING LAW AND COMPETENT JURISDICTION

12.1. These T&Cs are subject to French law.

12.2. In the event of a dispute, the Parties will make every effort to reach an amicable solution before initiating court proceedings. However, in the event that the amicable phase fails, the party instigating proceedings will bring the case before the relevant court with jurisdiction where PrestaShop's headquarters are located.