



**PRESTASHOP**

# IP RIGHTS POLICY

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Latest update:

We updated this policy on 27 May 2020

# PRESTASHOP

## IP RIGHTS POLICY

Welcome to the PrestaShop IP Rights Policy (the “*IP Rights Policy*”). This IP Rights Policy is published by PrestaShop SA (“*PrestaShop*”, “*We*”, “*Us*” and “*Our*”).

PrestaShop owns and manages certain intellectual property rights (“*PrestaShop IP*”) and licences the use of these rights to enterprises, individuals and members of the PrestaShop community in accordance with this IP Rights Policy.

### Your use of IP Rights Policy is subject to:

- Your acceptance of this **IP Rights Policy**;
- Your acknowledgement that **IP Rights Policy** is the exclusive property of *PrestaShop* and can only be used with *PrestaShop*'s permission (which can be revoked at any time); and
- You taking all reasonable steps to ensure that **IP Rights Policy** is used in a manner that does not affect either the validity of such **IP Rights Policy** or *PrestaShop*'s ownership of **IP Rights Policy** in any way; and that you will transfer any goodwill you derive from them to *PrestaShop*, if requested.

*PrestaShop* is the designer and publisher of a trusted open source software, distributed under the **Open Software License V.3.0**, enabling its users to create e-commerce websites. This solution (the “*Solution*”) can be freely downloaded from the *PrestaShop* website.

To maintain that trust *We* need to manage the use of the **PrestaShop IP** very carefully.

In this way, when people use **PrestaShop IP**, they can be assured that it will meet the standards they expect.

Except as set forth herein, *PrestaShop* retains and reserves all rights to the **PrestaShop Trademarks and Labels** and their use, including the right to modify this **IP Rights Policy and the IP Guidelines**.

This IP Rights Policy and the related **IP Guidelines** may be amended from time to time at the discretion of *PrestaShop* and such changes will be effective seven (7) days after the changes are posted. You are responsible for checking the **IP Rights Policy** and the **IP Guidelines** for any changes.

Except as prohibited by law, the person or entity who is using the **PrestaShop Trademarks** or **the PrestaShop Labels** under the terms of this **IP Rights Policy** (“*User*”) acknowledges that *PrestaShop* is the sole and exclusive owner of the **PrestaShop Trademarks** and agrees that it will do nothing inconsistent with such ownership either during the term of such use or afterwards.

Specifically, *User* will take no action that will interfere with or diminish *PrestaShop*'s right in the **PrestaShop Trademarks and Labels**.

The *User* acknowledges that the **PrestaShop Trademarks and Labels** are valid under the applicable law and that *User*'s utilization of the **PrestaShop Trademarks and Labels** will not create any right, title or interest in the **PrestaShop Trademarks and Labels**.

The *User* agrees not to apply or assist any third party to register the **PrestaShop Trademarks and Labels** or a confusingly similar designation anywhere in the world. If any application for registration is or has been filed by or on behalf of *User* in any country and relates to any mark which, in the reasonable opinion of **PrestaShop**, is confusingly similar, deceptive or misleading with respect to, or dilutes or in any way damages the **PrestaShop Trademarks and Labels**, *User* shall, at **PrestaShop**'s request, abandon all use of such mark, and any registration or application for registration thereof and shall reimburse *PrestaShop* for all costs and expenses of any opposition or related legal proceeding, including attorneys' fees, instigation by *PrestaShop* or its authorized representative. Upon the written statement that the *User* is not using the **PrestaShop Trademarks and Labels** in accordance with this **IP Rights Policy and IP Guidelines**, within 7 (7) days, *User* shall modify its use to comply with the IP Rights Policy and the IP Guidelines or cease using the **PrestaShop Trademarks or Labels**.


If you have questions about this IP Rights Policy, please contact the Legal team at PrestaShop who can be contacted at [legal@prestashop.com](mailto:legal@prestashop.com).



## ARTICLE 1.

# Use of the PrestaShop IP that is reserved to a certain category of persons

## 1. PrestaShop Trademarks for authorized organisations and individuals

The word mark “PrestaShop” and the PrestaShop logo  PrestaShop, either separately or in combination are hereinafter referred to as “PrestaShop Trademarks” and are trademarks of the PrestaShop company.

A strict management of Our trademarks Rights allows Us to assure the users Solution that they will meet the standards they expect.

Furthermore, the law obligates trademark owners to police their marks and prevent the use of confusingly similar names by third parties.

Consequently, the use of the **PrestaShop Trademarks** is exclusively reserved for PrestaShop and authorized organisations and individuals.

It is permissible to use the word mark “PrestaShop” in any title and content of a publication only if the use is clearly in reference to the **PrestaShop company** or **PrestaShop Solution** or **PrestaShop products and services**.

Otherwise, their use is strictly prohibited and always subject to a prior written authorization.

If you would like to use the term “PrestaShop” or “prestashop” in a domain name or make some non-software goods to give away or sell (eg: at an event) and don’t already have a license to do so, please see “*Article 3. Usages that Require Prior Written Approval*”.

## 2. PrestaShop Labels for the PrestaShop community

Noting that the community makes a large number of non-authorized use of the **PrestaShop Trademarks**, PrestaShop wished to make available to the public and more specifically, to its community, a label (the “PrestaShop Labels”) allowing to reconcile the **PrestaShop Trademarks** Rights and individual and collective initiatives from the community that are valuable to the entire **PrestaShop ecosystem**.

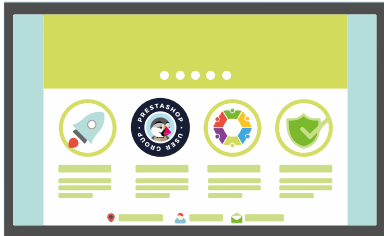
We recognise that most of the discussion and development areas are for non-commercial purposes and we therefore allow the use of the **PrestaShop Labels** in this context, as long as there is no commercial use and that the **PrestaShop Labels** are used in accordance with this **IP Rights Policy** and Our **IP Guidelines**.

Except as expressly provided in the **PrestaShop IP Guidelines**, you may not use the **PrestaShop Labels** or any confusingly similar mark as a trademark for your products or services, or use the **PrestaShop Labels** in any other manner that might cause confusion in the marketplace, including but not limited to in advertising, on websites, or on software.

**It is in this context that PrestaShop created for its community the following PrestaShop Labels:**

- **First case: the User as already a brand identity**

PrestaShop Label can be displayed next to the User logo like this :



homepage sample

- **Second case: the User wants a brand identity**

PrestaShop Label can be tagged with the User name like this :



horizontally



**GROUPE NAME**

variation vertically

- **Graphic specs:**

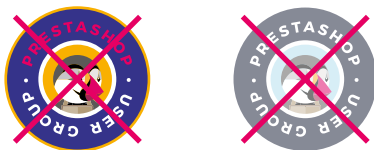
How to use Prestashop Label, wether the User has a brand identity or not.

 Color: Dark Blue #011638  
Font: Monserrat Bold

Please, respect the original Prestashop Label: no distorsion, no rotation



Don't change colors or transparency:



Minim size: 50px

Positionning proportions:



PrestaShop SA protects the **PrestaShop Labels** on behalf of the entire **PrestaShop community**.

You will find below the **IP Guidelines** for the use of the **PrestaShop Labels**.

As long as you are in compliance with these IP Guidelines, no prior written authorization is necessary.

### **Great news, you can use the PrestaShop Labels if you are in one or more of the following situations:**

#### **You own a non-commercial and/or community websites:**

It is common practice that community members:

- place the *PrestaShop* Logo or Trademarks on a personal website or blog to support the **PrestaShop Solution**,
- make a page on a social networking web service to support the **PrestaShop Solution** and or the products and services offered by *PrestaShop*,
- link to the *PrestaShop* website to provide information or show support for the **PrestaShop Solution**

#### **You make promotional events :**

It is common practice that community members use the **PrestaShop Trademarks** to promote their services relating to the **PrestaShop Solution**. In these 2 cases, in order not to create a likelihood of confusion, only the **PrestaShop Labels** use is permitted and only provided that,;

- the use is only in connection with promoting the **PrestaShop Solution** and the **PrestaShop Addon marketplace**, the **PrestaShop products & services**,
- the use is not disparaging to the **PrestaShop Solution**, the **PrestaShop Addons marketplace**, the *PrestaShop* employees, the *PrestaShop* commercial partners,
- the use does not imply sponsorship or endorsement by *PrestaShop*,
- the PrestaShop Labels are used in connection with the **IP Rights Policy** and must appear as explained in the **IP Guidelines**,
- **IP Guidelines** are strictly observed,
- the site does not use visual styling that could be confusing to viewers or visitors as to whether the site is hosted by or on behalf of *PrestaShop*,
- a copy of the use of the **PrestaShop Labels** is provided within seven (7) days of its initial use by sending a URL or other copy of such use at [legal@prestashop.com](mailto:legal@prestashop.com).





**ARTICLE 2.**

## Usages that require prior written authorization

- **Domain names**

It's common that community members inquire whether it is permissible to use the **PrestaShop Trademarks**, including the term "*PrestaShop*" in an Internet domain name.

It is not permissible without prior written authorization of *PrestaShop*.

- **Non-software goods**

It's common that community members inquire whether it is permissible to use the **PrestaShop Trademarks** on non-software goods such as T-shirts, caps, stickers, mugs, bags, pens, etc.

Community members may request a license to use the **PrestaShop Trademarks** on non-software related goods or services by writing to *legal@prestashop.com*. The Trademark Supervisor will be responsible for reviewing samples of the goods and services and managing the relationship.

**ARTICLE 3.**

## Unapproved use

Any use of the **PrestaShop Trademarks** and Labels which do not satisfy the **IP Guidelines** or any use outside the provisions of this **IP Rights Policy** are considered as a violation and cannot be approved under any circumstances.

### IP Guidelines

For more information about the requirements for logo size, appearance, placement, and other considerations, refer to the **IP Guidelines** for the **PrestaShop Trademarks** and the **PrestaShop Labels**.



