BK Modules

PrestaShop Emergency Repair terms

VERSION	IN FORCE SINCE
1.0	11/18/2026

WHO IT IS FOR

Whoever orders a PrestaShop emergency repair on bkmodules.com

This is the contract for the PrestaShop Emergency Repair: what we do when your shop has stopped selling, how quickly we start work, what we need from you, what happens if the fix needs more hours than those included and when we refund your money. It is a contract between businesses, only for businesses and professionals who sign up for their trade or profession (section 1). Read it before you sign up: when you pay, you tick a box saying you accept it. We send you a PDF copy with the order confirmation, and you can always find it in that order, in your account.

What you have signed up for

What you sign up for is ticked in your personalised copy (the one you open when you pay and the one kept in your order), and at the end it has the “Economic summary” with its price.

- ☐ Emergency repair of a PrestaShop shop that is not selling, where we start work in under 12 hours, with up to 3 hours of work included (sections 5, 7 and 8).

The price is fixed and includes up to 3 hours of work. It is not in this text because it depends on the currency and the terms of your account: it is the price you see when you pay, before you confirm the order, and it appears in the “Economic summary” at the end of your copy of this contract and in your order, with the currency, taxes and discounts, if any. It is paid in full in advance, and we start once payment is confirmed. If your country requires you to declare a tax on this purchase, that declaration is your responsibility.

1. Who the parties to this contract are

On one side, BK Modules LLC, trading under the name BK Modules: a limited liability company formed in the State of New Mexico (United States), with its address at 102 Gold Ave SW, Albuquerque, NM 87102, United States, and US Employer Identification Number (EIN) 35-2838640. Email: bkmodules@bkmodules.com. Phone: +1 (813) 214-0078. In this contract, “we” or “us”.

On the other, the business or professional that signs up with their bkmodules.com account. In this contract, “you”. If you sign up on behalf of a business or one of your clients, you confirm that you are authorised to do so and that the business or client is bound by this contract.

Only for businesses and professionals

This contract is only for businesses and professionals who sign up for the repair for their trade, business or profession. By signing up, you declare that this is your case. Consumer protection legislation does not apply, and there is no right of withdrawal.

2. What this contract governs

The PrestaShop Emergency Repair is a service you pay for once, for a shop that has stopped selling: the shop is down, an error stops people from buying, payments fail or orders do not come in. We find the cause, get the Shop selling again and explain to you what happened. It does not renew and is not charged again. For anything this contract does not cover, the bkmodules.com general terms and conditions of sale apply, and if the two say different things about the repair, this contract prevails.

3. Words we use

- **Shop**: the PrestaShop installation you state when you sign up, with its domain. The repair covers a single Shop.
- **Server**: the machine the Shop is installed on, whether it is a server, a VPS or a hosting account.
- **Access Credentials**: the usernames, passwords, keys and connection details you give us to work on the Shop and on the Server.
- **Fault**: whatever is stopping the Shop from selling, as you describe it to us when you sign up or as soon as we contact you.
- **Shop selling**: the home page, a category, a product page, the cart and the payment step load and work, and a test order gets as far as payment.
- **Included hours**: the 3 hours of urgent work covered by the price, counted in minutes from when we start working with your Access Credentials.
- **Report**: the document we send you at the end, with the cause of the Fault, what we did and what we recommend.
- **Handover**: the moment we send you the Report and tell you the work is done.

4. What we need to work: your Access Credentials

To start, we need the PrestaShop back office with a SuperAdmin profile and access to the Server's files: SSH, FTP or your hosting panel (for example, Plesk or cPanel). Without them we cannot touch anything, and if we do not have them within 7 days of payment, the refund in section 9 applies.

You give them to us in your bkmodules.com account, in the form we link to with the payment confirmation. If the Shop will not let anyone into the back office, access to the files is enough to start.

If the fix needs another access, such as the database, your payment gateway or your hosting provider, we ask you for it and you give it to us through the same form.

How we keep your Access Credentials

- Encrypted, in a password manager. Never in emails, tickets or documents.
- They are used only by the people working on your Shop, who are bound by confidentiality, and only for this contract.
- We do not give them to anyone, unless a law or a court requires us to. In that case, if we are allowed to, we let you know.
- When the contract ends, we delete them. If we installed an SSH key of our own on the Server, we remove it, as long as we still have access. Even so, we recommend that you change the passwords you gave us.
- If we suspect that someone may have learned your Access Credentials without permission, we let you know without delay so you can change them.

5. What we do

1. Before touching anything, we copy the Shop's files and database exactly as they are, if the Server allows it. The copy lets us undo a change if needed.
2. We look for the cause of the Fault: in the PrestaShop and Server error logs, in the modules, in the theme, in the configuration and in the services the Shop depends on, such as the payment gateway.
3. We fix whatever is stopping sales until the Shop is selling again, and we check it by going through the Shop as a customer would, all the way to payment.
4. We send you the Report with the cause, what we did and what we recommend so it does not happen again.

If the fix means closing the Shop to the public for a while, or a change may affect sales, we explain it to you beforehand and wait for your approval.

If more than 3 hours are needed

If we see that the fix needs more than the Included hours, we let you know before going over them and tell you how many more hours we expect. We do nothing beyond the Included hours without your written approval. Those extra hours are no longer urgent: we do them without the priority of this emergency repair, and they are paid as PrestaShop support hours, at the hourly price shown on bkmodules.com at that time, with no separate quote. If we expect more than 5 extra hours, we first send you a fixed quote for the rest, which is paid separately. If you do not give your approval, we hand you the Report with what we have found and done up to that point, and that is the end of the work.

We keep the copy from the first point for 30 days after the Handover, and then we delete it.

6. What the repair does not include

- Redesigning the Shop, changing how it looks or developing new features.
- Updating PrestaShop or its modules beyond what is strictly needed for the Shop to sell again. If the cause can only be fixed with a major update, we tell you so and quote for it separately.
- Faults on the side of your hosting provider, your payment gateway or other third-party services that are beyond our reach. In that case we tell you what the fault is and what you need to ask

that provider for, with the details they need.
- Cleaning up a hacked shop. If the cause is an attack, we tell you: that is another service, the Hacked PrestaShop Store Cleanup.
- Recovering deleted or damaged data, such as orders, customers, products or images. If you have a clean backup, we tell you what can be brought back from it, as separate work.
- Buying licences or renewals for modules from other developers.
- Maintenance after the Handover. Monitoring the Shop, updating it and fixing whatever fails from then on is another contract, PrestaShop Maintenance.

Anything not included, we assess and quote for separately, and you decide.

7. How long it takes

We start working on the Shop with your Access Credentials in under 12 hours from when payment is confirmed, counted straight through, day and night, every day of the week, weekends and public holidays included.

- If the Access Credentials in section 4 do not reach us with the payment or do not work, within that time we tell you which are missing, and the 12 hours count from when we have them and they work.
- We carry on until the Shop is selling or the Included hours are used up.
- Work stops while we wait for something only you can give us: another access, an answer, or your approval of a change that affects sales or of the extra hours in section 5.

8. The Included hours

The Included hours are for this Shop and are used first on this Fault. Any we do not use by the Handover stay as a balance for this Shop for 12 months from payment, for whatever it needs, like the hours of PrestaShop Maintenance: you use them by opening a ticket in your account, under “My maintenance”. They are not refunded as money. If you have PrestaShop Maintenance with hours for this Shop, a fault like this is handled with your maintenance hours, without signing up for this service.

9. When we refund your money

If we cannot do the work for a reason on our side, we refund everything you paid.

If it cannot be done for a reason that does not depend on us, we refund what you paid minus the operating costs shown in the “Economic summary”, which cover the time we set aside for your Shop, reviewing what you give us, and handling the payment and the refund. This applies only in these cases:

- Within 7 days of payment you have not given us the Access Credentials in section 4, even though we have asked you for them and reminded you.
- The Access Credentials you give us do not work, and you do not fix it within 7 days of our notice.
- Your hosting provider prevents the work, because it suspends the account or blocks the intervention, and this is not resolved within 7 days.

- You cancel the job before we start, that is, before we first log in to the Shop or the Server with your Access Credentials.
- What needs fixing is not what you signed up for, because it is not a PrestaShop shop or there are several shops.

Once the work has started, there is no refund, including when the cause of the Fault is beyond our reach (section 6) or when you do not approve the extra hours in section 5: in those cases we hand you the Report with what we have found. Outside the cases in this section, what you have paid is not refunded.

We refund the amount within 14 days of the case arising, by the same means you paid with.

10. Your obligations

- To give us the Access Credentials in section 4 and keep them up to date until the Handover.
- To tell us what you know about the Fault: since when it has been happening, what was changed beforehand and what message you see.
- To answer our questions as soon as you can. While we wait for your reply, work stops.
- Not to change anything in the Shop or on the Server while we are working, or let others do so. If another person or company is also working on them, let us know.
- To pay for any licences or renewals of modules from other developers that are needed.
- To have the right to use what is in the Shop: the theme, the modules and their licences, and the content.
- To use the service for lawful purposes, without asking us for anything that is against the law or the rights of others.

11. Confidentiality and personal data

Everything we see of your business while working on the Shop and the Server (data, sales, configuration, code, documents) is confidential. We use it only for this contract and do not disclose it to anyone, including after the contract ends. This does not apply to anything that is already public or that a law or a court requires us to disclose.

How we process your data is set out in the privacy policy.

When working on the Shop we process personal data of your customers. For that data, you are the controller and we are your processor, with the commitments in the section “Your customers' data when we work on your shop” of the general terms and conditions, which form part of this contract:

- to process it only for this work and in accordance with your instructions, with confidentiality and appropriate security measures,
- to tell you without delay of any breach,
- not to engage other processors without informing you first,
- to help you respond to your customers' requests to exercise their rights,
- and to delete whatever we hold at the end.

As we are in the United States, access to that data takes place with the safeguards the European Union recognises for these cases, described in the privacy policy.

12. Liability

We work on your Shop with the diligence and expertise of a professional, and we undertake to start work within the time in section 7 and to do the work in section 5 properly within the Included hours. When the cause of the Fault is beyond our reach, what we owe you is to tell you what it is and what to ask for.

We are not liable for:

- indirect loss, such as loss of profit, loss of sales, customers or data, and interruption of your business, including during the time the Shop was not selling,
- anything caused by your hosting provider, your payment gateway, third-party modules, themes and services, by changes made by others to the Shop or the Server, or by missing Access Credentials or backups,
- anything we do following your instructions.

Our total liability under this contract does not exceed what you paid us under it. Nothing in this section limits our liability for wilful misconduct or gross negligence, or any liability that cannot be limited by law.

Nor are we liable for delays caused by events beyond our reasonable control, such as widespread internet or power grid outages, or outages of payment gateways or of the third-party services we depend on.

13. When the contract ends

- With the Handover, or when we refund your money (section 9).
- Any hours left as a balance (section 8) remain valid until their 12 months are up.
- We may stop the work if you ask us for something unlawful or use the Access Credentials or the service to harm others, after notifying you, unless the seriousness of the matter requires us to act immediately.
- At the end, we delete your Access Credentials as set out in section 4, and the copy of the state we found the Shop in once the period in section 5 is up. The Report is yours to keep.

14. Electronic communications

You agree that this contract, the Report and all other communications about the repair will reach you electronically: by email to your account address and in your bkmodules.com account. To receive them, all you need is a web browser, an email program and the ability to open a PDF. You can ask us for a free paper copy of any of them. Keep your email address up to date, because notices we send to it count as delivered.

15. Changes to this contract

We may update this contract. Each version has its own number and its date of entry into force, and applies to repairs ordered from that date. Your repair is always governed by the version you accepted when you paid.

16. Governing law and jurisdiction

This contract is governed by the laws of the State of New Mexico and by the applicable federal laws of the United States.

Any dispute is settled by the state or federal courts located in Bernalillo County (Albuquerque, New Mexico).

17. Contact

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