BK Modules

PrestaShop Speed Audit terms

VERSION	IN FORCE SINCE
1.0	11/18/2026

WHO IT IS FOR

Whoever orders a PrestaShop speed audit on bkmodules.com

This is the contract for the PrestaShop Speed Audit: what we measure in your shop, what we review, what we fix within the price, what we hand over to you, how quickly we get back to you 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.

- ☐ Speed audit of one PrestaShop shop, with before-and-after measurements, up to 2 hours of fixes included and a report with a fixed quote for the rest (sections 5 and 7).

The price is fixed and includes up to 2 hours of fixes. 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 audit 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 Speed Audit is a service you pay for once: we measure how long your shop takes to load, find out why, apply the quick fixes and hand you a prioritised report with what is left to do and its fixed price. 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 audit, this contract prevails.

3. Words we use

- **Shop**: the PrestaShop installation you state when you sign up, with its domain. The audit 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.
- **Measured pages**: three pages of the Shop, the home page, a category page and a product page, which you choose or, if you do not tell us, we choose from those that get the most visits.
- **Lab data**: the measurements we take ourselves with tools such as PageSpeed Insights or Lighthouse, under controlled conditions.
- **Real-user data**: the measurements of real visits to the Shop that Google publishes (Chrome User Experience Report), when the Shop gets enough visits for them to exist.
- **Quick fixes**: the changes that can be made safely within the 2 hours included, counted in minutes from when we start working with your Access Credentials.
- **Report**: the document we send you at the end, with the measurements, what we found, what we did and what is left to do, in order of priority and with its fixed quote.
- **Handover**: the moment we send you the Report.

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). If we do not have them within 7 days of payment, the refund in section 8 applies.

You give them to us in your bkmodules.com account, in the form we link to with the payment confirmation. With SSH we can also review the Server's configuration. With another kind of access, we review it as far as that access lets us see, and we tell you so in the Report.

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. We measure the Measured pages before touching anything, on mobile and on desktop, with Lab data and, where it exists, with Real-user data.
2. We review what makes the Shop slow: the Server and its PHP version, the PrestaShop cache and the Server cache, the installed modules and what they load on each page, the theme, the images and the bot traffic that eats up resources.
3. We copy whatever we are going to change before we change it, so that it can be undone.
4. We apply the Quick fixes that improve loading the most, up to the 2 hours included. If a change may affect sales or how the Shop looks, we explain it to you beforehand and wait for your approval.
5. We measure the Measured pages again in the same way, to compare before and after.
6. We send you the Report with both sets of measurements, what we did and what is left, in order of what improves things most, each item with its fixed quote. You decide what gets done and when.

What the measurements mean

We do not promise you a specific score in PageSpeed or any other tool. The score varies from one measurement to the next, it also depends on things that are not in the Shop, such as the external services it loads, and a high score does not guarantee more sales. What we give you are the measurements, before and after, taken with the same method. Google's Real-user data is calculated from the visits of the last 28 days, so it takes a few weeks for the improvement to show up in it.

6. What the audit does not include

- Doing the work the Report quotes for. If you accept it, it is a separate job, with its own fixed price.
- Changing hosting or Server. If the main cause is the Server, we tell you so and explain what you need.
- Redesigning the Shop, changing the theme or developing new features.
- Updating PrestaShop. Updating modules is only included if it is a Quick fix and fits within the 2 hours included.
- Buying modules, licences, renewals or external services, such as a content delivery network (CDN).
- Search engine rankings and traffic: the audit measures and improves loading, not your positions in Google.
- 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 get back to you 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.

- In that reply we tell you which Access Credentials we are missing or, if we already have them, when you will get the Report.
- The 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.
- The work ends with the Handover.

Any hours of Quick fixes we do not use are not refunded or kept for another job.

8. 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 the first measurement.
- What needs reviewing 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. 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.

9. Your obligations

- To give us the Access Credentials in section 4 and keep them up to date until the Handover.
- To answer our questions as soon as you can. While we wait for your reply, the work stops.
- Not to change anything in the Shop or on the Server while we are working, or let others do so, because it would skew the before-and-after comparison. If another person or company is also working on them, let us know.
- 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.

10. 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.

11. Liability

We work on your Shop with the diligence and expertise of a professional, and we undertake to get back to you within the time in section 7 and to do the work in section 5 properly. What we owe you are the measurements, the Quick fixes and the Report, not a specific score or loading time.

We are not liable for:

- indirect loss, such as loss of profit, loss of sales, customers or data, and interruption of your business,
- anything caused by your hosting provider, by 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 the third-party services we depend on.

12. When the contract ends

- With the Handover, or when we refund your money (section 8).
- 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 copies of what we changed. The Report is yours to keep.

13. Electronic communications

You agree that this contract, the Report and all other communications about the audit 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.

14. 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 audits ordered from that date. Your audit is always governed by the version you accepted when you paid.

15. 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).

16. Contact

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