

## GANDI CORPORATE SPECIAL CONDITIONS

**Last Updated August 1, 2014 – Version 1.0**

These Gandi Corporate Special Conditions (“Corporate Conditions” or “Agreement”) constitute a binding agreement between Gandi US, Inc., a Delaware corporation (“Gandi”, “we”, “our”, or “us”), and any person or entity registering as a user and electing to purchase, activate, subscribe to or renew the Gandi Corporate Pack service through the online portal available at [www.gandi.net](http://www.gandi.net) (your “Gandi Corporate Account”) or any person or entity with access to your Gandi Corporate Account (such as the administrative, technical and billing contact on the Gandi Corporate Account) (“Customer”, “you”, or “your”). By using our services, you agree at all times during your use to abide by these Corporate Conditions and any additions or amendments. Please read this Agreement carefully.

This is just one of a number of agreements that govern our relationship. This Agreement is a supplement to Gandi's General Service Conditions, Gandi's General Terms and Conditions of Domain Name Registration, Gandi's pricing information, Gandi's Privacy Policy and the respective contractual conditions applicable to any other services offered by Gandi that you purchase, activate, subscribe to, or renew via your Gandi Account (collectively, the “Gandi Contracts”). The Gandi Contracts may be viewed at any time at <https://www.gandi.net/contracts> in an electronic format that allows them to be printed or downloaded for your records. Please note that we may also offer or provide services through third parties that are governed by the terms and conditions of the respective service providers. Those terms and conditions are either referenced in the respective Gandi Contract or will be made available to you when you purchase the respective service. For example, there are specific terms and conditions applicable to the registration of each Extension chosen which are as set forth by the Trustee Authority or Registry in charge of the Extension in question. By using any services we offer via a relationship we have with a third party, you agree to be bound by any rules applicable to Gandi with respect to those service providers.

We reserve our right to amend or supplement this Agreement at any time, at our discretion. When we do so, we will do our best to provide you notice and point out what is different or new. If at any time you do not agree to the terms of this Agreement or any of the terms of any applicable Gandi Contract, please discontinue use of the respective service immediately and close your account.

Your continued use of your Gandi Account, the use of [www.gandi.net](http://www.gandi.net) (the “Site”, “Our website” or “Gandi's website”) and any affiliated domains that redirect or link to this Agreement (the “Corporate Conditions”) or any of Gandi's services constitutes your agreement to be bound by the terms of this Agreement and any other applicable Gandi Contract. Notice of any change will be considered given and effective on the date that we update the Site with the change. Please periodically review this Agreement to ensure you are aware of any changes.

Capitalized words used in these Corporate Conditions have the definition given to them in Gandi's General Service Conditions, Gandi's General Terms and Conditions of Domain Name Registration, and the Special Conditions that are applicable unless defined otherwise in this Agreement.

As set forth in detail in Gandi's General Terms and Conditions of Domain Name Registration, for purposes of domain name registration, Gandi acts through delegated authority in the name and on behalf of the related corporate entity, the French Registrar Gandi SAS. Any designation of Gandi as a Registrar herein represents the Registrar Gandi SAS.

### **SECTION 1. DESCRIPTION OF APPROPRIATE GANDI CORPORATE PACK CUSTOMERS**

The Gandi Corporate Pack is designed for businesses that either already own or intend to register several domain names in conjunction with their business or the nature of their business activities.

This proprietary bulk service package allows businesses to register domain names in Extensions not normally available to our other customers and provides dedicated support to businesses throughout the registration process, which is often onerous – sometimes requiring paper documentation and the intervention of external partners.

Only registered Gandi Corporate Account owners can subscribe to the Gandi Corporate Pack service. All registered Gandi Corporate Account owners must be legal entities and able to provide corporate status verification upon request.

An entity does not need to currently be the owner of any active domain names registered at Gandi to subscribe to, use and benefit from the Gandi Corporate Pack.

### **Section 2. Gandi's Commitments**

Provided that the Customer is in compliance with its obligations to Gandi, abides by the applicable rules of the Extensions concerned, and pays all applicable fees (i.e. the corresponding registration fees), throughout the duration of the subscription to the Gandi Corporate Pack, Gandi will:

- Allow you to register domain names in Extensions that we do not normally make available to our other customers, directly with the Registries or through providers;
- Assist you with completing and submitting any paperwork required to be submitted in connection with registering any Extension;
- Assist you through to the completion of any administrative procedures that may be connected to the registration, transfer, or renewal of your domain names registered under the Extensions reserved to our Corporate customers;
- At your request, maintain on file your registration documentation and reach out to you, as necessary, to update your accounts and your registration documentation;
- Provide you with access to our dedicated Corporate support team and preferred access to our technical support team;

- Reply to all of your questions concerning the status of your domain names under the Extensions reserved to Our Corporate customers; and
- Not charge you more for domain name registrations than the prices displayed on our Site at the time of your purchase of the respective domain name.

Gandi is dedicated to providing Gandi Corporate Pack customers with the highest level of customer service possible. Of course, Gandi's services remain subject to the confines of the law (US and French, as the case may be), the limits of our and our partners' technical abilities, and the applicable legal, regulatory, and contractual parameters imposed upon us by the trustee Authorities and the Registries.

### **Section 3. Your Obligations**

In addition to all other obligations set forth in any other Gandi Contract that governs our relationship, by purchasing, activating, subscribing to, using or renewing the Gandi Corporate Pack, you agree to:

- Pay the amount due for your Gandi Corporate Pack subscription so that it is received by us within the required deadlines;
- Provide accurate, complete, and current contact information in your Gandi Corporate Account so that we are able to contact you for any required additional information, documentation or Notification in furtherance of our rendering of services to you (it being noted that any omission or failure to keep contact information current may result in our inability to meet the commitments set forth above);
- Provide documentation to prove your identity and your right to act on behalf of the title holder of the Gandi Corporate Account and/or the owner of any domain name that is attached to it, at any time upon request;
- Provide assistance as needed and upon request in preparing and submitting any document or proof required by Gandi, a Trustee Authority, or a Registry to effectuate, update or renew an Extension registration or application or administrative proceeding;
- Satisfactorily justify, at any time, the rights and authorizations of which you benefit for the registration and/or use of any domain name within your portfolio of domain names at Gandi;
- Timely facilitate the resolution of any problem or dispute that arises with respect to any domain name within your portfolio of domain names at Gandi and, if applicable;
- Timely provide the identity of any third party that benefits from a license of use of any domain name within your portfolio of domain names at Gandi, in conformity with the Gandi Contracts;
- Authorize Gandi to act on your behalf, in writing or by power of attorney if necessary, so that it may act in your name in furtherance of any service you ask Gandi to provide; and
- Directly assume any responsibility or obligation Gandi secured on your behalf at your direction.

### **Section 4. Subscription to the Gandi Corporate Service**

The Gandi Corporate Pack is designed only for businesses which can prove their incorporation upon request.

#### **4.1. Creation of Your Gandi Corporate Account**

You subscribe to the Gandi Corporate Pack on our Site by following the Account creation process described in Gandi's General Service Conditions.

Once you have set up a Gandi Corporate Account by activating the Gandi Corporate Pack as a service, You will then have secure access to the privileges and features of the Gandi Corporate Pack.

#### **4.2 Payment of Your Subscription Fees**

Our continuing to provide you with the Gandi Corporate Pack services is at all times contingent upon your timely payment of the Gandi Corporate Pack subscription fees. The subscription fee prices are as set forth on our Site at the time of purchase. The means and methods of payment that we accept are set forth in Gandi's General Service Conditions.

#### **4.3 No Cancellations**

Once you have selected the term of your subscription, as set forth below, and subscribed to the Gandi Corporate Pack services, there are no early cancellations. All sales on subscription fees are final. Should you elect to discontinue the Gandi Corporate Pack service prior to the end of the subscription term, no refunds will be provided.

### **Section 5. Term of the Agreement**

The term of this Agreement is one (1) month, three (3) months, or one (1) year, depending upon your election of the length of the subscription when you purchase the Gandi Corporate Pack.

This Agreement does not automatically renew by its terms. If you want to continue to use the Gandi Corporate Pack services after the term of the Agreement has expired, you must purchase a renewal through your Gandi Corporate Account via our Site. You will again select the term of the Agreement based on the length of the subscription when you purchase the Gandi Corporate Pack.

### **Section 6. Payment of Registration Fees**

In addition to the Gandi Corporate Pack subscription fees, you are responsible for payment of any fees in connection with any domain name you register or direct us to register on your behalf by using the Gandi Corporate Pack services. The domain registration fees are as set forth on our Site. The means and methods of payment that we accept are set forth in Gandi's General Service Conditions.

### **Section 7. Gandi Corporate Pack Services Detail**

#### **7.1 Extensions**

By subscribing to the Gandi Corporate Pack via your Gandi Corporate Account, you can register domain names in Extensions that we do not normally make available to our other customers, directly with the Registries or through providers.

When you register Extensions after subscribing to the Gandi Corporate Pack, Gandi will assist you with completing and submitting any paperwork required to be submitted in connection with registering any Extension, assist you through to the completion of any administrative procedures that may be connected to the registration, transfer, or renewal of your domain names registered under the Extensions reserved to our Corporate customers, provide you with access to our dedicated Corporate support team and preferred access to our technical support team, reply to all of your questions concerning the status of your domain names under the Extensions reserved to Our Corporate customers, and not charge you more for domain name registrations than the prices displayed on our Site at the time of your purchase of the respective domain name.

We will contact you as soon as possible if your Extension orders require you to provide additional information and/or documents.

## **7.2 Trustee Service**

Some Extensions offered to our subscribers to the Gandi Corporate Pack require, in accordance with the applicable Registry's rules, a local presence for the owner of the domain and/or a local administrative contact. If you are otherwise eligible for registration of a domain name under one of these Extensions, but do not have a local presence, for an additional fee, Gandi (itself or through its relationships with its network of partners) can serve as your local Trustee so that you can register the desired domain name. Gandi's Trustee Service is only available for certain Extensions and only for Gandi Corporate Account customers who have subscribed to the Gandi Corporate Pack for a one (1) year term. Please contact our Corporate Support Team for a list of the Extensions for which the Trustee Service is available and the applicable Trustee Service fee.

If you elect to use Gandi's Trustee Service on a regular basis and choose an Extension that requires local presence of a local administrative contact, and Gandi has a local Trustee for that Extension, Gandi can automatically associate the Trustee contact with your domain name so that you can register the domain name without delay. You will be responsible for payment of the Trustee Service fee associated with that Extension. Again, please contact our Corporate Support Team for a list of the Extensions for which the Trustee Service is available and the applicable Trustee Service fee.

By agreeing to use Gandi's Trustee Service, you hereby expressly authorize the Trustee to make any decisions related to obtaining and retaining your ownership of the domain name on your behalf and to take immediate action, if necessary, in the event the Trustee is forced to act on the domain name without delay. This authorization remains in effect until you provide to Gandi written instructions otherwise.

By agreeing to use Gandi's Trustee Service, you further authorize Gandi (or the Trustee on Gandi's behalf) to provide the contact information associated with the respective Gandi Corporate Account to any third party that lawfully makes a request for said information or in the event of a dispute concerning the domain name.

The Trustee may, in its sole discretion, discontinue acting as your Trustee at any time. In the unlikely event that this happens, you will be notified of the decision by e-mail. We will do our best to notify you as far in advance of the withdrawal as possible, but we cannot guarantee any certain amount of advance notice. Upon the Trustee's withdrawal, you will be given an opportunity to establish a local presence or designate another eligible local contact before the deadline provided. Depending on the rules applicable to the Extension concerned or established by the Trustee, you may be required to designate a new local contact simultaneously with the withdrawal of the former Trustee. You are responsible for paying any applicable fees related to the change of ownership.

## **Section 8. Suspension or Termination of this Agreement and/or Your Gandi Corporate Account**

### **8.1. Suspension or Termination for Breach by You**

In the event that you breach your obligations set forth in this Agreement or in any other applicable Gandi Contract, depending on the nature or recurrence of the breach, in its sole discretion, Gandi will (i) terminate this Agreement; (ii) terminate this

Agreement and suspend, deactivate, delete or terminate your Gandi Corporate Account and any other associated services; or (iii) give you notice of the breach and an opportunity to cure the breach within fifteen (15) calendar days of our notification to you thereof. In its sole discretion, Gandi may terminate this Agreement and/or suspend, deactivate, delete or terminate your Gandi Corporate Account and any other associated services with immediate effect, without prior or further notice.

Gandi reserves the right to terminate or suspend all or part of the Gandi Corporate Account service to perform any required technical intervention, to address any security threat, to improve performance, or to proceed with any necessary or requested maintenance, assistance, or support. We will use our reasonable best efforts to reduce any resulting downtime to as little as possible, and, whenever possible, to inform you in a reasonable amount of time beforehand and specify the date, nature, extent and duration of any anticipated downtime.

In the event that Gandi elects to terminate this Agreement and/or suspend, deactivate, delete or terminate your Gandi Corporate Account and any other associated services as a result of your breach of this Agreement, you acknowledge that you will not be entitled to a refund of any kind. You further acknowledge and agree that Gandi will not be held responsible or liable for any damages of any kind related to or caused by Gandi's termination or suspension of your Gandi Corporate Account or any related services. All content will be deleted from our servers and backup systems and we may not have or keep backup of the content. We recommend that you run very regular backups. Termination or suspension of services does not excuse your obligation to pay any outstanding amounts due in connection with services already provided or domains already registered.

Gandi reserves the right to pursue any remedy available to it at law or in equity if you breach this Agreement.

### **8.2. Suspension or Termination as Required by Law or Regulation**

You agree that you will use the services offered by Gandi in a manner that is consistent with all applicable French and U.S. local, state and federal laws and regulations, regardless of whether or not you are a citizen of the United States or France and regardless of where you live or house your data. Customers found to be using our services or systems for illegal activities will have their accounts closed with immediate effect, without prior or further notice, and without refund of any fees. You are solely responsible for determining the laws and regulations applicable to your use of the services.

We value our customers' privacy. It is our policy to cooperate with law enforcement and administrative agencies only upon lawful request or order, or substantial justification. Upon lawful request or order from a court or law enforcement, arbitral body, administrative commission or government administrative agency, we may, without notice to you or your consent, provide the information requested by such agency to that agency. Upon lawful request or order from a court or law enforcement, arbitral body, administrative commission or government administrative agency, we may, without notice to you or your consent, suspend, deactivate, delete or terminate your Gandi Corporate Account and any other associated services.

We may also be required to suspend, deactivate, delete or terminate your Gandi Corporate Account and any other associated services, without notice to you or your consent, (i) to conform to the rules to which we and the Registrar Gandi SAS must abide as

a technical intermediary and pursuant to our agreements with the regulatory bodies, (ii) to fix a technical problem, or (iii) for purposes of maintaining or repairing our system's stability.

In the event that Gandi must terminate this Agreement and/or suspend, deactivate, delete or terminate your Gandi Corporate Account and any other associated services for any of the foregoing reasons, you acknowledge that you will not be entitled to a refund of any kind.

You further acknowledge and agree that Gandi will not be held responsible or liable for any damages of any kind related to or caused by Gandi's termination or suspension of your Gandi Corporate Account or any related services. All content will be deleted from our servers and backup systems and we may not have or keep backup of the content. We recommend that you run very regular backups.

Termination or suspension of services does not excuse your obligation to pay any outstanding amounts due in connection with services already provided or domains already registered.

### **Section 9. Termination Upon Expiration of the Term of this Agreement**

Upon expiration of the term of this Agreement, your designation as a Gandi Corporate Account will be revoked (which will not have any affect upon the domain names registered under that account) and your account status will change to a regular Gandi Account. You will no longer be able to register and transfer domain names in the Extensions reserved to our corporate customers. However, you will still be able to manage (and, in particular, renew) the domain names that you have registered via the Gandi Corporate Pack. The termination of the Gandi Corporate Pack service will not affect the registration and the management of your domain names or change your rights in the domains you have acquired.

### **Section 10. Indemnification**

In accordance with the Gandi Contracts, you are solely and fully responsible for your domain names and your use of the services. You are responsible for the actions of any users of your Gandi Corporate Account or any Access Codes associated with your Gandi Corporate Account. You are also responsible for the actions of the Contacts you designate for the domain names in your domain name portfolio.

You agree to defend, indemnify and hold Gandi, the Registrar Gandi SAS and the Registry and each of their respective affiliates, directors, officers, agents (including Trustees) and employees harmless from and against any and all claims, obligations, losses, damages, costs, liabilities and expenses (including reasonable attorneys' fees and costs) incurred by any or all of them arising from or due to any claim, action, dispute or demand made by any third parties (including but not limited to customers or licensees of Customer) that are related to or arising out of your use of the any Gandi service or from your placement or transmission of any materials or content onto or through Gandi's servers. Such liabilities may include, but are not limited to: (a) trademark, trade name, trade dress infringement (including cybersquatting or typo squatting claims) and related claims; (b) false advertising claims, (c) liability claims for products or services, (d) infringement or misappropriation of intellectual property rights, (e) violation of rights of publicity or privacy, defamation, libel, slander obscenity, or child pornography, (f) spamming or any other offensive or harassing or illegal conduct (including but not limited to any violation of our acceptable use policy), or (f) any other damage

arising from your equipment, your business, or your use of our services.

This indemnification provision is a material provision of this Agreement and a requirement of the agreements between the Registrar Gandi SAS and the Trustee Authorities and Registries.

### **Section 11. Limitation of Gandi's Responsibility for Domain Name Registration Failures or Seizures**

Gandi, the Registrar Gandi SAS, the Trustee Authorities, and the Registries are bound by the law and the terms of their respective agreements with each other. You consent to any action that Gandi or the Registrar Gandi SAS must take to comply with any lawful request or order from a court or law enforcement, arbitral body, administrative commission or government administrative agency, or to conform to the rules to which we must abide as a technical intermediary and pursuant to our agreements with the regulatory bodies. You understand and agree that Gandi and the Registrar Gandi SAS cannot be held responsible for the consequences of the cancellation, suspension, transfer, or refusal of registration of a domain name that is the result of application of the Rules set forth by the Trustee Authorities and the Registries or the enforcement of a lawful request or order from a court or law enforcement, arbitral body, administrative commission or government administrative agency.

By way of example, you agree that we cannot be held responsible in the following cases:

- Unavailability of the domain name during Gandi's registration request;
- Refusal of the Registry or Gandi for any operation you may have requested or if the modification is no longer technically possible;
- Failure of a registration or modification operation of the domain name for reasons that are beyond Gandi's control;
- For a DNS request or modification, the stopping of a service following the update, as a result of the new zone not being immediately taken into account (the length of time it takes to update the DNS varies by Registry) and of the propagation period;
- Delay or non-fulfillment resulting from any action or omission on your part or your failure to fulfill all of your obligations;
- Difficulties or delays caused by a breach of your contractual obligations (i.e. a violation of the technical specifications and limitations of our services), loss of your password, hacking of your password, providing invalid or outdated personal contact information in your Gandi Corporate Account, or failing to provide the required documentation; and
- Your registration or use of an illicit, unlawful, harmful, infringing or prejudicial domain name;
- Unavailability of our services caused by a problem with one of the technical actors of the Internet network, telecommunications operators, Registries, etc., in the event of force majeure, or, any event that is beyond our reasonable control.

The preceding list is not exhaustive.

### **Section 12. Limitation of Liability; Disclaimer of Warranties**

**GANDI SPECIFICALLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THIS INCLUDES LOSS OF CONTENT, DOMAIN NAMES OR DATA RESULTING FROM**

**DELAYS, NO DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY GANDI AND GANDI DOES NOT WARRANT THAT THE SERVICE OFFERED OR PROVIDED BY GANDI IS FREE OF BUGS, ERRORS, DEFECTS, VIRUSES OR DEFICIENCIES.**

**IN NO EVENT SHALL GANDI BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, EVEN IF GANDI HAS BEEN ADVISED BY CUSTOMER OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. IF GANDI'S SERVICE TO CUSTOMER IS DISRUPTED OR MALFUNCTIONS FOR ANY REASON, GANDI SHALL NOT BE RESPONSIBLE FOR LOSS OF INCOME DUE TO DISRUPTION OF SERVICE, BEYOND FEES PAID BY CUSTOMER TO GANDI FOR SERVICE, DURING THE PERIOD OF DISRUPTION OR MALFUNCTION. YOUR SOLE AND EXCLUSIVE REMEDY FOR DEFECTS IN THE SERVICE IS AS SET FORTH IN THIS SECTION.**

**GANDI'S SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GANDI SHALL NOT BE LIABLE FOR ANY DAMAGES YOU OR ANY OTHER PERSON MAY SUFFER. NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT IN NO EVENT WILL GANDI BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND DAMAGES RELATED TO CORRUPTION OR DELETION OF GANDI'S SERVICE) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SERVICE (INCLUDING, BUT NOT LIMITED TO, INOPERABILITY OF GANDI'S SERVERS, UNAVAILABILITY OF GANDI'S CORPORATE CUSTOMER SERVICE TEAM, OR INABILITY TO REGISTER OR RENEW A DOMAIN NAME), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF GANDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**THIS INCLUDES BUT IS NOT LIMITED TO ANY LOSS THAT MAY OCCUR DUE TO THE FAILURE OF YOU OR YOUR AGENT TO PAY ANY FEES HEREUNDER, THE PROTECTION OR PRIVACY OF ELECTRONIC MAIL OR OTHER INFORMATION TRANSFERRED THROUGH THE INTERNET OR ANY OTHER NETWORK GANDI OR SERVICE ITS CUSTOMERS MAY UTILIZE, OR THE APPLICATION OF ANY POLICY SET FORTH HEREIN.**

**IN NO EVENT SHALL GANDI'S MAXIMUM LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO GANDI FOR THE SERVICE DURING THE PRIOR TWELVE MONTHS, OR \$500, WHICHEVER IS LESS.**

**TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, GANDI'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.**

### **Section 13. Force Majeure**

Notwithstanding any other provision of this Agreement, neither party shall be held responsible for any loss, damage or delay suffered by the other party owing to any cause that is beyond the reasonable control of the defaulting party and cannot be attributed to negligence or willful nonperformance of its obligation. Such causes include, but are not limited to, wars, embargoes, riots, civil disturbances, acts of terrorism, fires, storms, floods, typhoons, earthquakes and other natural calamities, strikes and labor disputes, government acts and restrictions, failure of the public Internet (including Internet Service Providers and Internet accelerators) and other causes that cannot be overcome or prevented by due diligence. Either party wishing to invoke this Section shall give notice to the other party stating the relevant cause. The defaulting party shall promptly resume performance of its obligations the moment such cause or causes cease to operate; provided, however, that if the condition continues for a period of more than seven (7) days, the party not claiming Force Majeure under this Section shall have the right to terminate this Agreement.

### **Section 14. Miscellaneous Provisions**

No waiver of any provision in this Agreement shall be deemed a further or continuing waiver of such provision or any other provision. If any provision is found to be void, unlawful or unenforceable for any reason, that portion shall be deemed severable from these terms and shall not otherwise affect the validity and enforceability of any remaining provisions.

Gandi enters into this Agreement on its own behalf and on behalf of each of its worldwide affiliates. Accordingly, Gandi holds the benefit of and may enforce this Agreement on behalf of those affiliates.

Gandi may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement, or any part of this Agreement, to any other party. Any attempt by you to do so is void.

### **Section 15. Applicable law; Jurisdiction; Venue**

All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, or the rights and obligations of you or Gandi with respect your relationship, shall be governed by, and construed in accordance with, the substantive laws of the State of California, United States of America without regard to conflicts of law principles.

**IN CASE OF DISPUTE, THE PARTIES IRREVOCABLY SUBMIT TO VENUE AND EXCLUSIVE PERSONAL JURISDICTION IN THE FEDERAL AND STATE COURTS IN THE STATE OF CALIFORNIA, FOR ANY DISPUTE ARISING OUT OF THIS AGREEMENT, AND WAIVE ALL OBJECTIONS TO JURISDICTION AND VENUE OF SUCH COURTS.**

*-- end of Gandi Corporate Special Conditions --*

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