

General Terms and Conditions of Domain Name Registration

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These General Terms and Conditions of Domain Name Registration (“Domain Name Contract” or “Agreement”) constitutes 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 register, transfer, renew or restore a domain name through the online portal available at www.gandi.net (your “Gandi Account”) or any person or entity with access to your Gandi Account (such as the administrative, technical and billing contact on the domain name) (“Customer”, “You”, or “Your”). By using our services, you agree at all times during your use to abide by this Domain Name Contract 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 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, restore or renew via your Gandi Account (collectively, the “Gandi Contracts”).

This Agreement has an annex concerning the contractual conditions pertaining to the “Private Domain Name Registration” service, an optional service that allows You to opt to limit the publication of Your contact information in the public databases (Annex 1).

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 Gandi Account.

Your continued use of your Gandi Account, the use of www.gandi.net (the “Site”, “Our website” or “Gandi’s website”), the use of Our domain name registration and management services and any affiliated Gandi’s services that redirect or link to this Agreement 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.

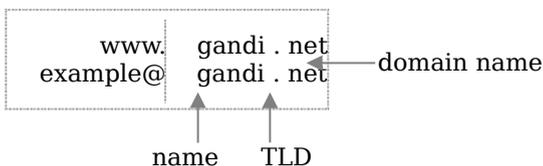
Capitalized words used in this Domain Name Contract have the definition given to them in Gandi’s General Service Conditions that are applicable unless defined otherwise in this Agreement.

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.

INTRODUCTION: THE DOMAIN NAME SCHEME

What is a domain name?

It is a human-readable Internet address that is made up of a name that You choose and an extension (TLD). It is most frequently used to name a website or an email address. For example:



What is it used for?

If You think that www.gandi.net or gandi.net is easier to remember than 217.70.177.41 (an IP address), then You already understand the reason for the naming system.

A domain name does not change according to the place where Your web or e-mail data is stored (hosted): You can change Your web host or Internet access provider without having to change the name of Your website or Your e-mail address.

How does it work?

To ensure the proper functioning of the IP address/domain name resolution system, a worldwide technical database (the “DNS” for Domain Name System) must be maintained and shared, as a directory: this is the main task of the technical parties involved in the naming system and who provide related services.

Another directory, assigned to recording administrative data, is also available to all via the Internet. It is named the “Whois”, and keeps records of all registered domain names and their owners. Sharing and updating this Whois database is mainly entrusted to independent Registrars. Gandi provides access to its Whois database at the following address: <http://www.gandi.net/whois>.

Who makes the rules?

All applicable rules are set forth by the “Trustee Authorities” (such as ICANN) and the “Registries” (such as Verisign, Afilias, Neulevel, PIR, etc...) in charge of managing each respective TLD at the international level. These entities establish the assignment, managing, and modification rules of domain names, to which all accredited Registrars and domain name owners must comply.

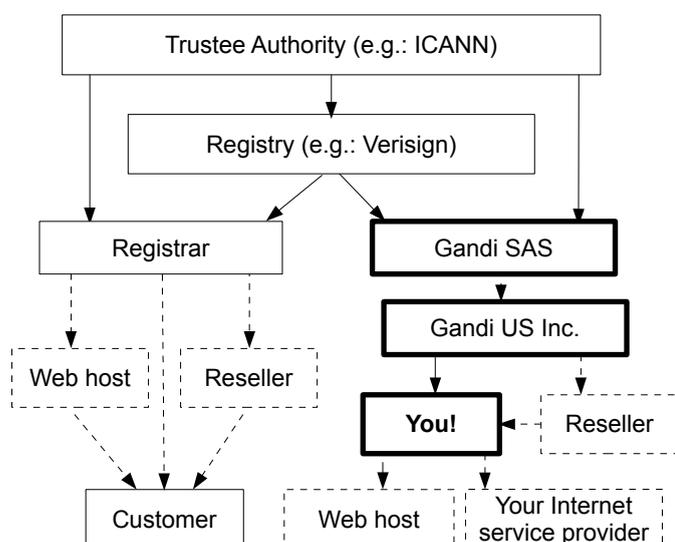
Where does Gandi stand in the naming system?

In order to register a domain name, a registered name holder (also known as a "Registrant") has to use the services of an accredited Registrar.

Gandi provides You its services of domain name registration through the Registrar.

Gandi U.S. Inc., provides this service through a Registrar such as Gandi SAS, a French Registrar, accredited by both the Trustee Authority and Registry of each TLD to assign and manage domain names according to their specific TLD. The terms and conditions of these accreditation contracts apply to Gandi SAS and by contract, to Us, and in accordance with, We must pass some specific obligations on to Our customers.

The following diagram presents the various parties involved and the naming organisation for a given TLD, for example <.com>:



As You can see, Gandi is not an isolated actor, but rather, it is the closest technical party linking You to the worldwide databases of domain names.

As such, We commit Ourselves to providing You with the best reasonable service. This being said, due to the rules and obligations established by the Registrar, the Trustee Authorities and Registries, and which You must also abide by, Our services are limited in some of their technical, legal, regulatory and contractual aspects.

The rules enacted by the Trustee Authorities, the Registration Offices, the Registries and The Registrar are available on their respective websites and on the "Terms & Conditions" page of Gandi's website mentioned here above, as well as Your Registrant Rights and Responsibilities.

And You?

You are the owner of the domain name, meaning that You are the person or the legal representative of a legal entity that has been declared as the owner of a domain name upon its registration, and visible in the public Whois database, which may be accessed for example, at <http://www.gandi.net/whois> (hereinafter the "Customer" or "You", "Your", or "Owner Contact").

It is therefore imperative that You provide exact, complete, and up-to-date data and contact information, and be able to prove Your identity and/or Your ability to act as the legal representative when the owner is a legally-registered entity (company, organization, etc.).

If upon your written contract, the domain name is registered in Your name and/or Your handle/on Your behalf by a third party, You are also held accountable, as the registered owner (stated as such in the Whois listing of the domain name), by all the clauses of this Contract and the proxy is required to provide You with a copy.

Likewise, if You grant a user license to a third party, You remain bound, as the owner, by all the terms and conditions of Gandi's Contracts and You are fully liable for the use made of Your domain name.

For some TLDs, You are only granted an exclusive user license by the Registry for the domain name that You have chosen. This being said, however, You shall remain, in any case, bound by the same obligations.

Section 1- Description of the service

Gandi provides You with, within the framework of the Contract, its services of Internet domain name registration and management.

As mentioned in the preamble, Gandi's service is one of a neutral technical intermediary between You and the Registries and/or Registration Office and/or Trustee Authorities in charge of the various domain names extensions, and the Registrar being Gandi SAS, which essentially consists of the transmission of Your requests, under the condition that they/You respect Our Contracts and the mandatory rules and obligations established by these organizations and Registrar's accreditation contracts that bind the Registrar to them.

Section 2- Gandi's commitments

In addition to the commitments detailed in Our Contracts and under the strict respect of Your obligations and the technical conditions and limitations specific to each domain name extensions that You want to register, in its role as a provider of services of domain name registration through the Registrar, Gandi commits to:

- allowing You to formulate Your requests pertaining to the registration of and management of Your domain name under the condition that You abide by the special rules that apply to the extension that You want to register, and its availability, via Gandi's secure Interface, in such a way as to automatically transmit them to the Registration Office, Trustee Authority, or Registry / Registrar concerned;
- providing You, through Gandi's website, with an automated, reliable, and straight-forward procedure to use Our services in a manner that is autonomous and secure via login codes;
- allowing You to verify the availability of a domain name before proceeding with its registration on Gandi's interactive web interface, and to be informed of the special rules and conditions that are applicable to the extension that You want to choose, before You commit by registering Your domain name;
- providing a Whois service, on Gandi's website, that allows for free access to requests for the most up-to-date (meaning, with

at least a daily update) information concerning all active domain names managed by Gandi for all extensions for which We provide;

- transmitting the data to the Trustee Authorities, and/or Registries concerned and within the deadlines required by the rules established by these entities, in such a way that they are in the internationally-shared Internet domain name database;
- rapidly updating Our database used to provide public access to the Whois database upon the reception of data updates concerning the domain name, to be made available and to be updated at least every 5 hours in the Whois domain name database;
- allow You to benefit, for You and Our Contacts, without additional charge, from Gandi's Private Domain Name Registration service (under the condition that You abide by the contractual conditions applicable to this service), in such a way so as to contribute to protect Your contact information from being harvested on the Internet because of their publishing;
- informing You of the rules and conditions applicable to the various extensions that Gandi offers, within the framework of its registration service;
- refunding You in the event of a failed transaction (for example if the domain name is no longer available when We receive Your payment), provided that the transaction can be cancelled and refunded by the Registrar or the Registry;
- providing You with optional additional services enabling You to manage and use Your domain name during the whole duration of its registration in Gandi's database and while it is active;
- allowing You to use the web host or Internet access provider of Your choice in the utilization of Your domain name and managing its DNS; and
- allowing You to easily leave Gandi if You wish (except, in compliance with Our Contracts and applicable rule, for example in the event of a pending legal action, or a pending arbitration or an alternative procedure, or outstanding payment), at no extra cost (see Section 8.2.3).

The limits of Our obligations and commitments and the conditions under which We may act upon Your Gandi handle and/or Your Domain Name and/or additional annexed services that You may have subscribed to, are outlined both in Our Contracts and hereafter.

The limits of Our commitments, specifically related to domain name services provided by Gandi are mainly related to the Internet itself, to Our status as technical party, and to the obligations that apply to Us in accordance with the rules established by the Trustee Authorities and Registries and Our Contract with the Registrar.

Section 3- Your commitments specifically pertaining to Our domain name service

You acknowledge and accept that the obligations listed in Our General Service Terms and Conditions that concern You, whatever the subscribed service may be (Article 3 of Gandi's General Service Terms and Conditions) fully apply within the framework of the present domain name registration and management services.

Consequently, You commit Yourself to assuring that Gandi's services are used in a lawful manner and in conformity to Gandi's Ethical standards, and to identify Yourself to Our services and to

respect and assure the respect of the technical specifications and limitations of Gandi's services.

Additionally in accepting the Contract and in using Our domain name services, it is Your obligation to continually assure that the following specific obligations are met:

3.1. Obligation of identification for the owner, the contacts, and the name servers of Your domain name

You must identify Yourself within the framework of Our Contracts (notably Sections 3.4 and 4 of Gandi's General Service Conditions).

This identification is a prerequisite to the providing of a domain name registration and management service, as it is used to identify the owner as well as the administrative, technical, and billing Contact of any domain name. These contact information are integrated in a public Whois database pertaining to Trustee Authorities and/or Registries, and (except accessory services that You may have subscribed) are available to everyone in the world in accordance with applicable rules managing Domain Name registration all over the world, established by the Trustee Authorities and/or Registries.

You must provide accurate information for publication in directories such as WHOIS, and promptly update this to reflect any changes. The information that must be provided for the registration of a domain name will vary depending on the domain's extension, and the mandatory rules that are set by the Trustee Authorities and/or Registries that manage each the domain name extensions, that are necessary for the functioning of the system for attributing domain names.

The necessary or ancillary information is indicated at the time of their gathering, on Gandi's website, in order to take into account the special rules of each chosen extension. They are mainly the following:

- for the owner of the domain name: (1) if You are an individual: Your first and last name. If You act as the legal representative of a legal entity: Its corporate name and the name of the legal representative; (2) a complete postal mail address; (3) an e-mail address; (4) a telephone number; (5) if relevant, fax number and/or cellular phone number,
- for each Contact for the domain name : (1) if the Contact is an individual: first and last name. If the Contact is a legal entity: the corporate name, and the name of the legal representative; (2) a complete postal mail address; (3) an e-mail address; (4) a telephone number; (5) if relevant, fax number and/or cellular phone number,
- for the domain name, technical information: (1) IP addresses of the primary and secondary DNS (Domain Name Servers); (2) Names of these DNS. The DNS information is provided by Gandi if You have chosen some of Our optional technical services, or by default [waiting for Gandi's validation].

You declare to have been fully informed and to accept that in accordance with the mandatory rules established by the Registries and/or Trustee Authorities, We are bound to gather these information and to communicate it to the Registrar, and to these organizations for publication in directories such as Whois database, both for You and Your Contacts, as well as the creation

date and Expiration date of Your domain name, in order to assure the good functioning of the worldwide domain name database, and the naming system in general.

In accordance with Gandi's General Service Conditions, this information, associated with Your Gandi Handle associated to Your domain name registration, is Your sole and entire responsibility, and is entered directly by You on Gandi's web interface, via Your Gandi handle.

As the declared owner Contact, You remain responsible to providing and updating Your contact information as well as those of Your Contacts, including in the event of a license of use granted to a third party. You commit Yourself to provide information that is complete, exact, and reliable, and to keep it continually up-to-date, by Yourself and when requested, for all data associated to the registration of Your domain name so that it is permanently accurate and up-to-date and allows Us to easily contact You at any time, and to provide proof of this information immediately upon demand, if this is required from You (*notably to prove Your identify and/or street address or any special item that may be required for Your domain name's extension*).

As indicated hereafter and in accordance with Gandi's General Service Conditions, the failure to abide by these obligations is grounds for the suspension or deletion of Your handle and/or associated services, and in application of the rules that govern the Internet domain name system, the suspension or cancellation of the registration of Your domain name (see Section 12).

In addition, in accordance with ICANN rules, for domain names registered under an ICANN extension, You commit Yourself, both for You and Your Contacts, to update Your contact information by Yourself within seven (7) days of any modification of Your information or the one of Your Contacts.

Failing to update the contact information within seven (7) days of any modification or to answer within fifteen (15) days to a verification request of Your contact information is considered as a breach of the Contract and is grounds for the suspension or the deletion of Your domain name(s) as well as the deactivation or the deletion of Your Gandi Account and the early termination of the Contract.

In addition, in accordance with the rules and the accreditation agreement binding the Registrar to ICANN, the Registrar must verify Your reachability as well as the one of the person responsible for paying for the domain name. In order to do so, the Registrar will send to the email address associated to Your Gandi Account indicated as the owner Contact as well as to the email address of the person responsible for paying for the domain name as indicated in his or her Gandi Account, an email with a link that must be validated in order to justify the validity of these email addresses. The email sent by the Registrar must be validated within fifteen (15) days. In case of failure of this validation, Your domain name(s) registered under an ICANN extension will be suspended until the validation of Your email address and the one of the person paying the domain name. This verification is made once by email address following the registration of Your domain name, a transfer in or an owner change as well as following a modification of Your email address or the one of the person paying the domain name, if the email address has not been previously verified under this procedure.

The Registrar also has the obligation to proceed to a re-verification of Your email address or the one of the person responsible for paying for the domain name, if We have any information suggesting that these email addresses are no longer valid.

The verification or re-verification by the Registrar on behalf of Gandi in no way obligates the Registrar directly to You or creates any legal or contractual connection directly between You and Registrar.

3.2. Adhering to the specific rules of each extension for the registration and settling of disputes

The Registries and Trustee Authorities have special rules that must be strictly followed in order to register and maintain Your domain name in the global shared database.

Additionally, the Registries and Trustee authorities have specific rules that govern any dispute concerning the choice and/or the use of Your domain name.

These rules, which Gandi must follow as well as Yourself, are incorporated by reference into Our Contracts. They are mentioned and accessible via Gandi's website for each of the extensions managed by Gandi.

Consequently, You agree to abide by the Contract, including the specific rules that are set forth by the Registries or Trustee Authorities and to assure that each of Your Contacts and beneficiaries of any license of use do the same, for each extension that You have chosen for a given domain name.

You commit to accepting to any alternative dispute resolution procedure and decision that is given in application of these rules, as described hereafter.

3.3. Choice and use of Your domain name under Your responsibility and guarantee

You will assume sole responsibility for the registration and use of your domain name. In addition to the terms of Our Contracts, within the framework of the Contract:

- You commit Yourself to choosing and using Your domain name and Our services in a way that constantly respects Our Contracts, all applicable or relevant laws of the United States of America, the rights of third parties (intellectual property laws, personality rights, image rights, and the respect of private life, trademarks, etc.);
- You declare that neither the registration of Your domain name, nor the manner in which it is directly or indirectly used will infringe upon the rights of a third parties or any applicable law, including contractual, local, international laws;
- You declare and guarantee to hold, throughout the duration of the Contract, all the rights, authorizations, licenses, or any other authorization necessary for the choice of Your domain name and to the use made of Our services, in such a way to be able to prove this as promptly as practicable if necessary;
- You agree to not use Our services or Your domain name in a way that violates Our Contracts and to engage in, directly or indirectly, activities that are illicit, fraudulent, deviant, abusive or prejudicial in any way whether or not they are included in the

framework of the optional accessory services if it happens that You are subscribed to them.

You are fully responsible for any and all consequences of disputes arising due to the choice and use of Your domain name, including for a user license granted to a third party, and of the use of Your Contacts' Access Codes and or Gandi Account. Gandi, the Trustee Authorities, and the Registries shall not be held accountable in any way concerning these aspects of the domain name.

You commit Yourself to facilitating the rapid resolution of any problem that may arise regarding Your domain name, and if necessary to provide Us with, as soon as practicable, all information related to the identity of any third party having a user license on Your domain name.

In addition, in accordance with ICANN rules, for domain names registered under an ICANN extension, You remain responsible of any use of Your domain name, including in the event of a license of use granted to a third party, unless You disclose the identity and contact information of this third party to the complainant within seven (7) days.

You commit Yourself to indemnify and hold harmless the Registrar, the Registries and the Trustee Authorities and their directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to Your domain name registration. This guarantee shall prevail after the end of the Contract, whatever may be the cause, and is the direct consequence of the accreditation agreements between the Registrar and the Trustee Authorities and Registries, in accordance with We must pass to You these obligations.

You expressly agree that, as a result to Your guarantee, which will survive the Contract, and in compliance with all applicable state and federal laws, You subject yourself, Your assignees and successors to be answerable to any proceeding against Gandi by any party, with regards to Your domain name (notably to the choice, registration, and use that was made of it while You were the registered owner) in any Court of proper jurisdiction or before any, other authorized tribunal or agency.

Section 4- Prices - means of payment - billing

You agree to make all necessary payments, and/or to ensure that such payments are made for the chosen services according to the prices and conditions that are applicable at the time of Your order on Our website, in accordance with Gandi's General Services Conditions.

The payer and the owner of the domain name can be different people. Being only the payer does not give the right to claim ownership of the domain name. The owner is the person or entity clearly identified as such (owner or registrant) in the Whois database.

In accordance with Gandi's General Services Conditions, Your order will only be completed upon the full payment and validation of said payment within the mandatory deadlines. You cannot claim any right to a domain name for which the registration order or renewal order could not be completed. Due to this, Your domain name may not be registered, renewed, or restored.

Section 5- Service activation - cancellation right

Our main service, which consists of transmitting Your registration request (for a given domain name for a given period) and effecting the payment of corresponding fees at the Registry in question is executed and paid immediately, in conformity with Gandi's General Services Conditions.

The activation of the service corresponds to the registration date of Your domain name in Our database.

In accordance with Gandi's General Service Conditions and applicable laws, You acknowledge and accept that You cannot claim a refund for the early cancellation of Your domain name.

In accordance with Gandi's General Service Conditions and applicable laws, You (as You are defined as a consumer according to applicable laws), acknowledge and accept that the right of cancellation does not apply if the service is activated before the completion of seven (7) calendar days or as provided under applicable laws of the State of Delaware.

Section 6- Duration and validity of the domain name and the Contract

The Contract becomes effective upon the subscription of the service via Our web interface and its acceptance within this framework, in accordance with the contractual context described in Gandi's General Services Conditions.

The duration of the Contract depends on the validity (active duration) of Your domain name registration.

Depending on the constraints that are applicable to each type of registration request and each domain name extension, You choose the duration (from one to ten continuous years) for which You would like to register or renew Your domain name at the Registry, via Gandi's service. You can see for how long each extension may be registered (or renewed) on Gandi's website.

Note that if Our service is provided instantly, however, whatever the duration of validity of Your domain, the mutual obligations that result from its registration (or renewal, if applicable) remain in force until the expiration date of the domain name, as specified in Gandi's Whois (<http://www.gandi.net/whois>) or on Your Interface (hereinafter referred to as "Expiration" date).

The Contract may begin after the registration date of Your domain name in the public Whois database (for example in the event of a transfer to Gandi while the registration of the domain was initially performed at another Registrar).

The Contract and all the optional additional services subscribed to, shall rightfully end along with Your domain name at Gandi, without any other necessary action, either on Your part or on Ours, except as stated otherwise in the special conditions for some extensions or services or on Our website.

In order to not lose Your rights over a domain name registration (and avoid any disruption in service of any optional service that You may have subscribed to), You will be able to request its renewal via Our website before its Expiration date if You wish, for the duration You choose and in accordance with current

mandatory rules established by the relevant Trustee Authority and the Registry and Our Contracts at the time of renewal.

You may also terminate Your Contract before its Expiration date, by requesting in writing the anticipated deletion of Your domain name or its transfer to another Registrar, in accordance with the conditions specified below, which will also terminate the optional accessory services, except as mentioned to the contrary in any of each corresponding Contract.

If You transfer the ownership of Your domain name to a third party, the new owner shall accept to be bound by the Contract, in Your place, as the new Owner, for the remaining duration of the domain name registration's validity, as well as by all Our Contracts, unless he/she terminates the Contract (by anticipated deletion or transfer to another Registrar), or if has accepted a new Contract version.

The violation of Your obligations may lead to the termination of Your rights to the domain name, as described hereafter.

Given such express intent and in accordance with Our obligations with the Registrar, and to the benefit of the Trustee Authorities and the Registries, some of Your obligations and Responsibilities will remain effective even after the termination of the Contract or the Expiration date of Your domain name registration. This applies in particular to the bond of indemnity in case of damage caused by the registration or use of Your domain name, or the infringement of the terms of the Contract and/or the rights of third parties, as specified below.

Section 7- Using Our domain name registration service

7.1. Your domain name management interface (Gandi Account)

In accordance with Gandi's General Service Conditions, Your secure management Interface allows You to manage Your Gandi Account and domain names that are associated with it, in an autonomous manner via Your Access Codes (Gandi Account and password).

The subscription to any service or option is done within the contractual process described in Gandi's General Service Conditions via Our secure management and administration interface (Your Gandi Account).

This Interface notably allows You to do the following, autonomously, and under Your full responsibility:

- verify the availability of a domain name at the time of Your request;
- verify the list of Your domain names, their Expiration dates, the information provided for each of them and the DNS that is associated with them, as well as any technical information that concerns them;
- make any request pertaining to Your domain name and to subscribe to or modify Your optional accessory services in an autonomous;
- subscribe, modify and/or cancel any optional accessory service to Your domain name, during the entire duration of Your domain name's validity at Gandi, under the condition that You adhere to the Contracts that are specific to these services;
- modify and update the contact information that is associated to

- Your domain name, and notably to Your Contacts; and
- proceed with the technical modification to Your domain name.

7.2. Your Contact and handles

For the duration of the Contract, You manage and use Your domain name on Our customer Interface, using "Contacts" in charge of the administrative, technical, or billing management of Your domain name.

Personal Access Codes are given to these Contacts (*Gandi Handle and associated secret password*) defined as a Gandi Account in Gandi's General Service Conditions

You can assume the Contacts' responsibilities, or delegate them in full or part to third parties.

As indicated in Gandi's General Service Conditions, the password associated to each Gandi's Account is strictly personal and is under the sole responsibility of its holder who will take all necessary precautions to preserve its confidentiality.

If You choose to delegate, in part or in full, the Contacts' responsibilities, as well as if You grant a user license for Your domain name to a third party, You assume full responsibility for assuring that Your licensees and all beneficiaries of a license to use uphold and abide by the terms and conditions of Our Contract. These persons should in particular be aware of and have accepted that:

- being Contact or a payer of a domain name does not entitle this Contact or payer to claim ownership of such domain, mentioned as such in the Whois;
- the identity and contact information of the Contacts, which You are required to keep constantly up-to-date, correct, and accurate, are published in the public Whois database (unless You have activated the Private Domain Registration service for all or some of the Gandi handles that are associated to the contacts of Your domain name, for compatible extensions);
- if necessary, We reserve the right to take action against the declared Contacts or the person who made payment on Your behalf.

If You have delegated the functions of Contact of Your domain name to one or more third parties, they may act in their function as such, in Your name, and on Your behalf and under Your responsibility both with regards to Your domain name as well as any other optional accessory service to Your domain name at Gandi, in accordance with Our Contracts applicable to each of these services.

If You would like to manage Your domain name exclusively, You just need to assign Your Gandi handle to all the Contacts of Your domain name. The modification of Contacts associated to Your domain name is done online, via Your Gandi Account, in Your secured interface.

In all cases, You will assume sole responsibility for the registration and use of your domain name. You assume sole and full responsibility for the adherence to Our Contracts and applicable law by Your Contacts and will be held responsible in the event of a violation by any of Your Contacts acting in their function as such in Your name and for Your behalf.

Section 8- Description of the primary services

Section 8.1. Domain name registration at Gandi

8.1.1. Creation of Your domain name

You will make Your domain creation request via Gandi's secure web interface.

Unless the domain name is unavailable, prohibited, or reserved, for which a list is set by the Trustee Authorities and the Registries and for which registration will be impossible, We have absolutely no control over the choice of Your domain name. **You shall make the choice Yourself and be fully accountable to that choice.**

The registration of a domain name does not mean in any way that a domain name is legal and that You have the right to register and/or use it, which You must assure by Yourself prior to the creation and subscription.

You shall be asked to verify and validate the name chosen before its final registration. But once the registration is made, You shall not be able to modify the name chosen as domain name. If You make a spelling mistake in the name of the domain, You shall be able to make a new registration of the domain name, and if You wish to, to ask for the anticipated deletion of the domain name registered with a mistake. Nonetheless, You shall not be entitled to claim any compensation or refund.

Your request is automatically sent to the Registry concerned. Domain name registration is granted on a **"first-come, first-served"** basis. Requests are processed in chronological order.

Once Your request has been processed by the Registry, We shall send You a confirmation e-mail (see the contractual process as detailed in Gandi's General Service Conditions).

We draw Your attention to the fact that the registration process within the naming system is very fast. Therefore, a domain name that may be available at the beginning of Your request, might no longer be available when We receive Your payment or Your documents/proofs of identity. In this case, or unless otherwise stated by the Trustee Authorities or the Registries or the Registrar, We shall refund Your payment to You for this transaction. We are neither responsible nor liable for the unavailability of a domain name.

8.1.2. Transfer of Your domain name to Gandi ("incoming transfer")

The rules applicable to the transfer-in of a domain name are different for each domain name extension, and are outlined in the special conditions for each extension.

Our service consists of assisting You in performing the necessary procedures. Transfers are not immediate, and require the participation of several actors, such as Registrars, and do not depend directly on Us.

It is subject to the different restrictions depending on the extensions, and notably:

- Your present Registrar may refuse the transfer to Gandi for reasons that it must state to You (for example if You have unpaid fees, if a dispute is underway, or other specific reasons);
- the transfer is not possible:
 - if a legal or extra legal process or alternative procedure is underway; or
 - for some extensions within the first sixty (60) days following a domain's registration.

If the transfer fails for a reason that is beyond Our control (*for example, if one of the actors refuses or does not authorize the transfer, a status that technically prevents the transfer: expiration date passed, domain locked against transfers, etc.*) We cannot be held responsible. Nonetheless, We can assist You in identifying the problem and try to help You resolve it.

When the transfer is successfully completed, the Domain Name is registered in Gandi's database.

The transfer to Gandi does not modify the DNS, unless You choose this option from Our transfer interface. In this case, the operations will not be simultaneous, but rather, successive: We will proceed with the DNS change once Your domain name has been transferred to Our service. In any case, during the transfer process, which can take several days between Your request and the actual transfer of the domain name, the DNS cannot be changed. The services that are at that time available for Your domain name (website, emails, etc.) must continue to function. To assure this We suggest that You contact Your DNS provider before the transfer in order to assure no disruption in service.

We draw Your attention to the fact that the validity period (Expiration date or Creation date [waiting for Gandi's validation] of the domain name can be modified during an incoming transfer. Please carefully read the special conditions of each extension regarding this subject.

The request for an incoming transfer to Gandi implies the acceptance of the current applicable Contracts.

8.1.3. Domain name modification and management

There are two ways of modifying Your domain name at Gandi: those that You and Your Contacts can do autonomously and online via Your Gandi Account, and those that require Our intervention.

In accordance with information that is available on Our website, each Contact has specific rights that are attributed to them depending on the role that You have given them, so that any actions/modifications that can be carried out on Your domain name cannot be done in an indiscriminate manner by all the Contacts.

As owner of Your domain name (designated as such in the public Whois database), You may access, modify, update and/or correct directly and autonomously, all the data connected to Your domain name, without Gandi's assistance.

The modifications are then automatically made in Our database, sent to the Registry and then made public in the Whois database, without any manual processing on Our part, and under Your full

control and responsibility. Gandi and The Registrar are not responsible for any errors made by You in making any such modifications.

As indicated on Our web site, some changes however require a specific intervention of Our services and/or the transmission of proof of ID, etc.

You must then supply the necessary documents, in the manner described on Our web interface.

Your demands will only be processed upon the reception of all the necessary documents, and if necessary, the validation of the full required payment. You agree that We cannot be held accountable if the modification would then no longer be technically possible.

8.2. The end of the registration of Your domain name at Gandi

8.2.1. Expiration date of Your domain name

Note that Your domain is registered in the worldwide domain name database for the duration that You choose, during the domain's registration according to the rules in force for the extension in question.

Every domain name therefore has a given duration which is mentioned in Our Whois (<http://www.gandi.net/whois>) and in the globally-shared database.

If You do not renew Your domain name within the necessary deadlines and under the necessary conditions, You will lose all rights to the registration of this domain name upon the expiration of its duration (hereafter referred to as "Expiration").

This domain name, which consequently falls into public domain, may therefore be made available to others for registration on a "first-come, first-served" basis.

8.2.2. Early deletion of Your domain name

The procedure to follow in order to delete Your domain name before its Expiration date is described on Gandi's website.

This deletion is definitive, and will lead to the early termination of the Contract without any additional formality or penalty.

The anticipated deletion of Your domain name shall not entitle You to any compensation or refund. This is because Our primary service is of immediate effect, and We have provided the services in whole when You created or renewed or transferred Your domain, and We have entirely paid The Registrar and the Registry concerned, which will not refund The Registrar or Us for the corresponding amount(s). This condition is a result of the naming system, and applies to Us and to The Registrar as well as to You.

8.2.3. Transfer-out (transferring Your domain name to another Registrar)

You can make a transfer-out by following the transfer procedure of the new Registrar that You have chosen, instead of our Registrar and Us, as its reseller, except in cases that are not possible due to the specific rules of the extension in question.

If applicable, remember to first unlock Your domain name on Your management and administration Interface. We will not charge You any fee for this procedure.

Neither We nor The Registrar will refuse the transfer out of Your domain name as long as You are up-to-date with all payments due for Your domain name or due to Us except for specific rules applicable to the extension concerned that may hinder the transfer, in particular, in case of a dispute (domain name not blocked, expired, or having outstanding payments) or a fraud.

8.3. Renewal and restoration of Your domain

Except if You have activated this specific option through Your secured Interface, the domain name registration's renewal is not automatic. It must be expressly requested by a Gandi Account via Our web Interface before the domain name's Expiration date.

We commit Ourselves to notifying the owner and/or administrative Contacts by e-mail at least thirty (30) calendar days before the Expiration date of Your domain name(s).

In the event that We have not yet received payment prior to its Expiration date the domain name will be deleted at that time.

In accordance with ICANN rules, for domain names under an extension managed by ICANN, the owner Contact will be notified at least one (1) month before Expiration date, one (1) week before Expiration date and one (1) day after Expiration date of the domain name by e-mail to the e-mail address of the owner Contact registered in Our database.

However, if the Trustee Authorities and or the Registries allow it, and depending on the terms and conditions specific to each domain name extension (TLD):

- We precede a domain name's deletion by a 'Hold' period during which it is still possible to perform a late renewal of the domain name;
- if Your domain name has been deleted, it is possible for certain extensions to have an additional grace period during which You can restore the domain name if You wish; and
- at the end of this period, the domain name will be made available for new registration to the public on a "first-come first-served" basis.

Concerning these processes, We suggest that You refer to the specific rules of the extension of Your domain name, as outlined in Our [special conditions](#) applicable to the extension of Your domain name and/or in the conditions and limitations stated on Our website.

8.4. Owner change

Unless otherwise stipulated in a rule set forth by the Trustee Authorities or the Registries, You can assign Your domain name to a third party, by following the procedure outlined on Our web Interface and paying the appropriate amount.

The ownership change may require Our manual process as indicated on Our website and the adducing of relevant documents.

An owner change does not necessarily include the renewal of the

domain name, which must be expressly requested as a separate transaction.

Within the framework of this procedure, the new owner of the domain name will confirm his agreement to substitute and to accept to be accountable and held liable, instead of You, to all of Our Contracts (i.e. the Contract, the special conditions applicable to the extension of Your domain name and Gandi's General Service Conditions, in addition to the Contracts that are applicable to the optional accessory services) concerning or attached to Your domain name registration or use.

Changing the owner of a domain name does not automatically end any additional accessory services that are attached to it.

It will therefore be Your responsibility to cancel any service before changing the domain's owner either by deleting all Your content of Your optional accessory services by Yourself that You do not want to pass on to the new owner of the domain name, who will, as a result of the owner change, obtain all Your rights and obligations.

You are bound to the Contract as long as Your personal information is displayed in the Whois.

Section 9. Your cancellation right

As mentioned above, You may choose to terminate the Contract early by changing the owner of Your domain name to a third party (Section 8.4), by making a transfer-out (Section 8.2.3) or by requesting its early deletion (Section 8.2.2).

Nonetheless, and in accordance with applicable domain name mandatory rules and unless otherwise stated by the special conditions applicable to each extension, You cannot proceed with an owner change, an outgoing transfer, or an early deletion of Your domain name in the following cases:

- for some extensions within the first sixty (60) days following a domain's registration;
- in the event of a dispute regarding the domain name or its use;
- in case of an outstanding payment; or
- in case of an expired domain name.

The cancellation of the Contract will lead to the immediate cancellation of optional additional services of Your domain name without any additional notice or formality, unless specified otherwise in the Contracts that are associated with each service, to which We recommend that You refer prior to taking any action, in addition You must make sure that You properly save Your data. By express agreement, We cannot be held accountable for any direct or indirect consequences of the cancellation of the Contract.

Section 10- Optional accessory service

In addition to the domain name, We provide You with, as an option, additional services as described on Our website that You can use with Your domain name while it is registered at Gandi.

These services allow You, for example, to manage emails or forwarding name, or to manage Your Domain Name Servers (DNS).

You can, at any time, during the validity of Your domain name, and

under the condition that it is active, subscribe or terminate an optional accessory services without any cancellation fee unless otherwise mentioned in Our Contracts or in special mandatory rules set by the Trustee Authority or Registry in charge of the extension of Your domain name.

We also provide You with a service that contributes to protect Your email address against being obtained automatically by bots, so as to help fight against spam (this is the "anti-spam protection"), and to protect Your domain name against transfers, which are options that are activated by default on Our interface, except for cases when a specific rules for the extension of Your domain name hinders it. **However we cannot guarantee that such protections are fool proof.**

You can deactivate them or reactivate them at any time during the term of the Contract, with the exception of the domain transfer protection, if there is a dispute underway concerning the domain name and it has been blocked for this reason by Our services (or by the Trustee Authority or the Registry). Note that such a blockage does not have any effect on the resolution of Your domain name in the Internet.

In return for the ability to use these optional accessory services, You commit Yourself to abiding by all technical specifications and conditions of use that are associated to each of these services as described on Our website (for example: limitation of the size of emails and attached files, whether it concerns email forwarding or the GandiMail service) and You must first accept this prior to the subscription to the said service.

You will not, and will not let others, use Our services, directly or indirectly to send spam (unsolicited bulk email).

You acknowledge that We will use commercially reasonable efforts to assure the functioning of these optional accessory services but cannot assure You that they will always work as anticipated.

Use of Our optional accessory services leading to complaints by third parties, or that are illegal to applicable law, or to the technical limitations and conditions that are associated to each service, constitutes a serious breach of Contract and **may lead to the immediate suspension** of Our services and the early termination of the Contract without notice, without You being able to claim a refund, and without Gandi being held liable in this regard.

You acknowledge and accept that in some instances, We are acting as a reseller of certain accessory services and We may not be able to provide them directly. We are not liable for any failure of such services to work as intended nor does this contract obligate the provider of such services or submit such provider to jurisdiction.

Section 11- Special rules concerning disputes

Special policies and rules have been set forth by the Trustee Authorities and the Registries for domain name dispute resolution.

These policies and rules vary depending on the domain name extension.

They are incorporated as references in Our Contracts and on Gandi's Website.

When registering a domain name, You acknowledge being aware of these rules and You accept to comply with them.

In addition, You expressly agree to abide by any legal or alternative applicable procedure for dispute resolution that may be set forth regarding Your domain name.

These policies and rules do not affect the application of applicable law or regulations of applicable jurisdictions. These policies and rules have been implemented to allow the rapid and efficient resolving of disputes regarding domain names, providing an appropriate solution considering the particular nature of the dispute.

Consequently, You expressly accept that any dispute relative to the choice, ownership or use of the domain name shall be under the jurisdiction of an arbitration panel or a commission accredited by the Trustee Authority or the Registry of Your domain's extension.

You expressly agree that We, the Registrar, and/or the Trustee Authorities, and/or the Registries shall act on Your domain name registration in accordance with the conditions specified in Sections 13 and in accordance with the rules and policies specific to each domain name extension, in application of Our Contracts.

Section 12- Suspension/cancellation by Gandi

12.1 Suspension/cancellation with notice

In the event of any breach of Contract by You, which has not been rectified to Our satisfaction within fifteen (15) calendar days despite Our notification sent to You, We shall be entitled to terminate the Contract, Your Gandi Account and Your domain name(s), and the associated services without any legal formalities, and without You being entitled to claim for any indemnity or refund, no matter how much time remains in Your Contract when this action occurs.

12.2. Suspension/cancellation without notice

12.2.1. In the event of a material breach of Contract

You acknowledge that, within the framework of Gandi's domain name services, the following elements shall be considered as a material breach of Your obligations:

- any material breach of Your obligations such as defined in Our Contracts, and notably in the choice and/or use of Your domain name, directly or indirectly, in violation Your obligations in application of Gandi's General Service Conditions (Section 3) and which have been defined there as a material breach of Your obligations.

In accordance with Our Contracts, We remind You that:

- any material breach of Your obligations is grounds for the suspension or deletion of Your domain name and/or Your Gandi Account, and consequently all the optional accessory services without any formality or notice;
- Gandi cannot be held responsible for the consequences, direct or indirect, that result from the suspension or deletion of Your domain name and/or Your Gandi Account, and consequently,

any optional accessory service that may be associated to it, which is up to You, whether with regards to any third party to whom You may have granted some rights to Your domain name, or all or some of the services that might be associated with it; and

- You cannot claim any indemnity or refund from Gandi for the foregoing.

12.2. If Gandi is constrained by law

You accept that, in accordance with applicable laws, the rules enacted by Us, the Trustee Authorities and the Registries, and Our Contracts, We and/or the Registrar can proceed with the immediate suspension or deletion without notice of Your domain name and/or Gandi Account and, consequently of any service or option associated to Your domain name and/or Gandi account:

- to meet a legal or regulatory obligation or in application of the rules that govern the activity of the Registrar as a Registrar; or
- in application of a ruling made by a competent authority (and notably a ruling of a court or arbitration panel), for some optional accessory services if We receive a notification, applicable Laws concerning all or part of Your website or its contents within the framework of Our hosting services.

Section 13- Actions by Gandi, the Trustee Authorities, and the Registries

The Registrar, the Trustee Authorities and/or the Registries may have to intervene during the registration of Your domain name, in the databases that they respectively manage, according to the rules that they set forth, and that warrant the validity of Your domain name registration with the corresponding Registry of Your domain name.

These rules are specified in the special conditions specific to each TLD, and are also presented on Our website.

Gandi, whose task is to transfer Your requests to the above mentioned entities, shall not be able to process requests that You may send Us if Your domain name has been suspended, put on hold, or terminated by the Trustee Authority or the Registry in charge of the TLD of Your domain name, or in application of a ruling of a competent authority.

You expressly accept that We can suspend, modify, delete or change the owner of the domain name, and/or suspend or cancel optional additional services, in the following cases:

- in order to correct mistakes made by the Registry, by Us or by any Registrar;
- if payment is refused, rejected or cancelled (for example, returned check or dishonored credit card). We shall then be entitled to either delete, or to put a hold on the unpaid domain name until the settlement of the outstanding payment or until the domain name's Expiration;
- if We are made aware of a dispute related to the domain name itself or its use, We may block the domain name, until a ruling has been made;
- in application of a ruling made by a Court, an arbitration panel, or an administrative commission accredited by a Trustee Authority or a Registry, with regards to an alternative dispute resolution procedure pertaining to Your domain name, or any

document in force between the two parties and enforceable against Gandi concerning Your domain name, in accordance with the rules applicable to the extension in question and all current applicable laws and regulations; or

- in application of a legal or regulatory ruling or injunction from an appropriate authority.

You expressly agree that neither we, the Registrar Gandi SAS, nor any Trustee Authorities or Registries shall be liable to You for damages or otherwise under the above circumstances. Additionally, You shall, if necessary, be liable to pay compensation for damages assessed against You resulting from any infringement of the terms of Our Contracts, in addition to any penalty on damages assessed against You as a result of the infringement of current applicable laws and regulations, and hold Us, the Registrar and the Trustee Authorities harmless for any damages incurred.

Section 14- Exclusion and limits of Gandi's liability

Besides the exceptions and limitations of responsibilities described herein and in Gandi's General Service Conditions, You acknowledge and accept that neither Gandi, the Registrar Gandi SAS, the Trustee Authorities, or the Registries can be held liable for the consequences of the cancellation, suspension, change of ownership or refusal to grant a domain name, resulting from the enforcement of rules set forth by the Trustee Authorities and the Registries, or for the execution of a legal ruling or an administrative commission's decision.

We are required to act on Your domain name in accordance with the rules set forth by the Trustee Authorities and Registries, and You expressly accept this. Therefore You agree that We shall not be held liable in the following cases:

- inability or refusal by a Registry to grant the domain name You wished to register;
- failure to register or modify a domain name for reasons beyond Gandi's control and despite Our reasonable efforts;
- problems caused by a breach of Your contractual obligations, particularly in the event of an infringement of the technical specifications or limitations of Our services, of loss or communication of passwords, of providing inaccurate or outdated personal information, or if You have not provided the required documents;
- illegal or prejudicial domain name registration or use, for which You shall be held fully liable;
- consequences of the enforcement of a ruling of a competent authority;
- unavailability of Our services caused by a failure of one or several technical parties involved (e.g. Internet, telecommunications companies, Registries) despite Our reasonable efforts;
- or more generally, by Force Majeure or in a general manner by any event beyond Our control.

By express agreement between the parties, Gandi cannot be held liable for direct or indirect losses, of a commercial nature, or of operational losses, connected to the use or dysfunction of Our services.

In any event, You cannot claim any amount of indemnification greater than that which has been paid to Gandi in return for

the service that is made unavailable for the duration of the aforementioned period of use or dysfunction of Our services.

Section 15- Contact information – Whois database

Information provided

During the creation or modification of Your domain name, You will be asked to provide contact, personal, and technical information concerning You and Your Contacts. The full list of the information and whether or not it is mandatory in order to benefit from the service are described on the entry form that is available to You at any time on Our website.

You expressly consent to the automated processing of Your personal data in accordance with the purpose and manners detailed below.

You assert to have informed each of Your Contacts that their personal data will be collected and published in the Whois database and will be subject to an automated processing as well as of the purpose of the automated processing of their personal data, the intended recipients of the data (including the Trustee Authorities and the Registries), the mandatory or optional data that must be provided and their access, rectify and opposition rights as detailed below. You affirm that You have gotten their express and prior consent for the processing of their data.

Gandi commits to take all reasonable precautions to preserve the security of Your personal data and protect them against loss, inappropriate use, and unauthorized access, disclosure, alteration, destruction, as required by applicable law, but cannot be held liable for the use of such information by these parties.

Purpose of this information

The information that We gather within the framework of Our services, such as those listed above and mentioned at the time of Your entering them online on Our website, allows and is necessary for the registration of Your domain name and is subject to an automated processing necessary to the proper functioning of the services that We provide You with. The data collected by Gandi are transferred to the Registries and are also subject to an automated processing in the Registries databases.

Moreover, this information is made public in the globally shared Whois database and may be consulted by anyone, including by third parties, via Our Whois available on Our website (<http://www.gandi.net/whois>), and on the websites of all other Registrars, Registries, and organization allowing public access to this tool throughout the entire world via the Internet, including in countries providing a lower level of protection for personal information.

This information shall be evidence of the proper execution of the Contract and shall be appropriately recorded in accordance with current applicable laws and regulations that bind Us to the Registries and Trustee Authorities.

Gandi and the Registries shall be required to communicate such information, for instance, in order to comply with legal or regulatory obligations, or to abide by a request made by a judicial authority, the Trustee Authorities, or the Registries.

Information reliability, access, modification, and updating

You commit Yourself to providing Us with full, accurate, and reliable information, including in the event of a license to use.

In application of the rules of the Trustee Authorities and Registries, failing to abide by this obligation shall constitute a material breach of the Contract and constitutes a basis for the early termination of the Contract and the suspension or deletion of Your domain name(s).

Additionally, this may make You liable for damages, as specified above.

You assume full responsibility with regards to the information provided, and You shall be able to modify them Yourself via Your Interface.

In accordance with applicable law, You may have a right to access, modify and/or object to Your personal information as filed.

You can exercise Your rights at any time via Your Interface or by contacting Us at the address indicated on Gandi's website (<https://www.gandi.net/support/contact/mail/>).

However, Your right of opposition can be only exercised by the deletion of Your domain name(s) associated to Your Gandi Handle and the early termination of the Contract, as the naming system requires the collection, processing and disclosure in the Whois databases of Your personal information and the one of Your Contacts.

Section 16- Contract modification and prices

The Contract and prices are subject to modifications, notably in order to take into account any changes in legal jurisprudence, regulatory, or technical changes, as well as rules that are made by the Registrar, the Trustee Authorities and the Registries.

Notably, when We are required to pass on the obligations that are imposed by the Trustee Authorities or the Registries, Our Contract is subject to change to take into account these modifications which occurred independently of Our will, and apply to Us as well as You. These modifications will take effect in conformity with Gandi's General Service Conditions.

Section 17- 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 18- General provisions

Our failure to act in the event of a breach of Contract on Your part can not be considered as a waiver of Our right to invoke such failure.

In the event of any clause of the Contract being declared void, other stipulations shall remain in force to their full extent.

The preamble, the annexes, and the [special conditions specific to the TLD or optional services](#) are an integral part of this Contract.

Section 19- Applicable law - jurisdiction

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 the General Terms and Conditions of Domain Name Registration at Gandi --

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