GANDI INFRASTRUCTURE (PAAS) SIMPLE HOSTING CONTRACT

Last Updated August 1, 2014 – Version 1.0

This Gandi Simple Hosting Contract ("Gandi Simple Hosting 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 purchase, activate, subscribe to or renew our Gandi Simple Hosting Service through the online portal available at www.gandi.net (your "Gandi Account") or any person or entity with access to your Gandi Account ("Customer", "you", or "your"). By using our services, you agree at all times during your use to abide by this Gandi Simple Hosting 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, 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 (the "Site", "Our website" or "Gandi's website"), the Gandi Simple Hosting 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 Gandi Simple Hosting Contract have the definition given to them in Gandi's General Service 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 Gandi Simple Hosting Service (PAAS)

Gandi's cloud-based platform as a service (PaaS) offering provides our customers with the networks, storage and basic software necessary to make your website, service or application ("Your Gandi Simple Hosting Instance" or "Your Instance") available online via a dedicated instance of a shared technical system of servers permanently linked to the Internet, optimized by us, and remotely accessible by you (the "Gandi Simple Hosting Service"). We have established relationships with physical server data centers in three difference locations: Paris, France; Baltimore, Maryland, USA; and Bissen, Luxembourg. You choose where Your Gandi Simple Hosting Instance is hosted. You may also, at any time, choose the power of your dedicated instance or resize your disk space depending on your needs. You choose the type of configuration you want (PHP, Node.js, Python or Ruby) and the desired database type (MySQL, pgSQL, or mongoDB) for your dedicated instance.

The specific characteristics and technical limits of our Gandi Simple Hosting Service, as well as the corresponding pricing and any special conditions are detailed on our Site. Like all technical service offerings, our services have limitations. Please ensure that the Gandi Simple Hosting Service is right for you and will meet your anticipated objectives before subscribing to the service.

Section 2. Gandi's Commitments and Uptime Guarantee

2.1. Our Commitments to You

Provided that the Customer is in compliance with its obligations to Gandi, abides by the applicable rules, and pays all applicable fees, throughout the duration of the subscription to the Gandi Simple Hosting Service, Gandi will:

- Provide you with cloud-based hosting service, with the resources you choose (as detailed on our Site) (if all such resources are immediately available, Gandi will use its best efforts to provision your dedicated instance to your specifications and provide you with access to launch Your Gandi Simple Hosting Instance within 1 hour);
- Give you the ability to customize your Gandi Simple Hosting Service autonomously to fit your needs via your secure Gandi Account interface;
- Provide you with Instance of shared hosting at competitive rates;
- Allow you to easily and autonomously manage Your Gandi Simple Hosting Instance via your secure Gandi Account interface;
- Allow you to designate and manage other Administrators or Users of Your Servers; and
- Intervene rapidly in the event of a hardware or network failure at Gandi, in order to restore the service (where possible, within six hours of the incident being reported to Gandi).

2.2. Uptime Guarantee

Gandi offers a 99.95% service Uptime Guarantee for its Gandi Simple Hosting Service. If there is ever a month in which our Uptime falls below 21 minutes, you will be reimbursed a full 24-hour day of hosting fees for each 21 minutes, or part thereof, we fall below our Uptime Guarantee.

For purposes of our Uptime Guarantee, "Uptime" is defined as servers having power, connectivity to the Internet, and being responsive to a ping, and excludes service interruptions (or downtime) caused by: (1) periodic scheduled maintenance or repairs we may undertake from time to time, of which you have been notified or have been made public via Gandi announcement; (2) emergency maintenance, (3) interruptions caused by you from

your configuration, custom scripting, coding or the installation of third-party applications; (4) outages that do not affect the appearance of your website but merely affect access to your website such as FTP and email; (5) causes beyond our control or that are not reasonably foreseeable; (6) outages related to the reliability of certain programming environments, (7) distributed denial of service (DDOS) attacks, and (8) problems caused by your physical location.

You are responsible for reporting to us that Uptime fell below 21 minutes in any given month and requesting a credit. You must make such a report and request a credit within five (5) days of experiencing an event resulting in Uptime falling below 21 minutes or the last day of the month in which Uptime falling below 21 minutes occurred.

Credit is given in the form of credit to your Gandi Prepaid Account. Credit is forfeited if your service is terminated. Credit has no cash value and cannot be converted to a refund. Credit may be used only for the purchase of Gandi Simple Hosting Service, and is exclusive of any applicable taxes. Credit is your sole remedy for any downtime experienced.

Section 3. Your Obligations

In addition to any other applicable obligations set forth in the Gandi Contracts, you agree to the following:

3.1. Gandi Simple Hosting Acceptable Use Policy

To the fullest extent of the law, you assume full responsibility for the use of and Content associated with your Gandi Simple Hosting Service, Your Gandi Simple Hosting Instance and any websites connected to Your Gandi Simple Hosting Instance. For purposes of this Agreement, "Content" means any code, information, data, text, software, sound, image, photograph, graphic, drawing, video, signs, signals, writing, or message of any nature. You represent and warrant that you have the full rights, authorizations, licenses and permissions to use the Content and email address(es) that you choose and use in connection with any websites on Your Gandi Simple Hosting Instance, and to use the Gandi Simple Hosting Service in the manner in which it was intended. To the fullest extent of the law, you assume full responsibility for any Content posted on Your Gandi Simple Hosting Instance by third parties.

You agree to use the Gandi Simple Hosting Service only for lawful purposes and to not misuse our Gandi Simple Hosting Service. The laws of the State of California, and the United States of America apply to this Agreement and your use of the Gandi Simple Hosting Service.

The following represents a partial listing of activities that are prohibited when using the Gandi Simple Hosting Service, any one of which has the potential to result in account or service suspension or closure without prior or further notice. The Gandi Simple Hosting Service may NOT be used to host, display, post, propagate, upload, download, transmit, transfer, disseminate, distribute, reproduce, sell, link to nor facilitate access to:

- Content or services that violate any applicable export and re-export control laws and regulations;
- Content that is intended to promote illegal actives, is unlawful, threatening, obscene, abusive, harassing, defamatory, slanderous, libelous, or hateful;
- Content that contains private or confidential information, including, but not limited to, your or any other person's or party's credit card information, social security number or other national identity number, non-public telephone number, address or email address;
- Content that, in our judgment, is child pornography, child erotica, indecently depicts children, or, that poses any harm or potential harm to any child, or content that is directed at a child and is objectively reasonably inappropriate for that child;
- Content that contains any malware, including, but not limited

to, software viruses, Trojan horses, worms, time bombs or any other computer codes, files or programs designed to interrupt, destroy, impair or limit the functionality of any computer software, hardware, telecommunications equipment or other device or equipment;
- Content that infringes on any right of any person or party, including, but not limited to a person's or party's right to privacy or intellectual property rights;
- Activity that causes Gandi's systems or any of our IP ranges to be placed on any "black hole" list or any other mail filtering software used by companies on the Internet;
- Unsolicited or bulk email (SPAM), including, but not limited to, using Gandi's SMTP service or mail script to send out SPAM over our networks or other systems with a message referencing their website. You agree to comply fully with the CAN-SPAM Act and any amendments thereto;
- "Snowshoe spamming" (which, generally, is an abusive technique used to send SPAM from a variety of IP addresses in an effort to spread out the SPAM load);
- Content or services that threatens or disrupts Gandi's other customers, or Gandi's business, systems or services;
- Content that contains material that, in our sole judgment, is pornographic, sexually explicit, obscene or violent in nature;
- Content that is designed or used to hack or break into remote systems;
- Content that is setup to function as an open http proxy;
- Content that is designed or used to commit or facilitate any "phishing" attack;
- Content that, in our sole judgment, is designed to function as a farming bit coin, bitorrenting, pirated software website or illegal or unlicensed software or "warez" website;
- Content that, in our sole judgment, is designed to function as a "Tor relay" service or website;
- Content that contains URL shortener validation software;
- Content that, in our sole judgment, is designed or used to exploit, extract or otherwise gather any content or information from any Gandi database, including, but not limited to, incorporating data from any Gandi database into any email or "white-pages" products or services, whether browser-based, based on proprietary client-site applications, web-based, or otherwise;
- Content that, in our sole judgment, is designed or used to reverse engineer, hack into, invade or otherwise gain unauthorized access into any of our systems, communications devices or resources, or any other systems, communications devices or resources (including, but not limited to security probing activities or other attempts to evaluate the security integrity of a network or host system without permission); and
- Content that, in our sole judgment, is designed for, used to, operated as, or for purposes of topsites; IRC scripts/bots; IRCD (irc servers); proxy scripts/anonymizers; image hosting scripts (similar to Photobucket or Tinypic); AutoSurf/PTC/PTS/PPC sites; IP scanners; bruteforce programs/scripts/applications; mail bombers/spam scripts; banner-ad services (commercial banner ad rotation); file dump/Mirror scripts (similar to rapidshare); commercial audio streaming (more than one or two streams); escrow/bank debentures or bank debenture trading programs; high-yield interest programs (HYIP) or related sites; investment sites (e.g. FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme); sale of any controlled substance without prior proof of appropriate permits; prime banks programs; lottery/gambling sites; MUDs/RPGs/PBBGs; hacker focused sites/archives/programs; fraudulent sites (including, but not limited to sites listed at aa419.org & escrow-fraud.com); push button mail scripts; broadcast or streaming of live sporting events (e.g. UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc.); "tell a friend scripts"; anonymous or bulk SMS gateways; websites advertised via SPAM ("Spamvertised"); organization, entities or websites listed in the ROKSO database; PayDay loan sites (including any site related to PayDay loans, PayDay loan affiliate programs, etc.); or mailer pro.

You agree to advise any person to whom you give access to administer or use your Gandi Simple Hosting Service of this Acceptable Use Policy and to take all necessary actions to ensure that the use of any third party of your Gandi Simple Hosting Service is in conformity with your obligations herein and applicable law.

You further agree to address and remedy any use of your Gandi Simple Hosting Service that is in violation of this Agreement, whether or not you were the author of the Content or responsible for its presence on Your Gandi Simple Hosting Instance, as quickly as possible, and to take all reasonable steps to ensure that the violation does not repeat. Upon our request, you agree to provide us with any documentation demonstrating your ownership of or rights to use your Content. Additionally, you agree to cooperate in identifying any third party that may have contributed to your Content or had access to Your Gandi Simple Hosting Instance.

You understand and agree that Gandi is solely acting as a common carrier in its capacity of providing the Gandi Simple Hosting Service or public access to any Content, is not a publisher of any material or information and has no right to edit or censor any Content or material in use by you (unless pursuant to any local, state or federal law, or any section of this Agreement). We are not responsible for and do not undertake pre-screening of any Content.

3.2. Self-Identification Requirement

As set forth in Gandi's General Service Conditions, you must truthfully identify yourself in completing the Gandi Account account owner information.

Furthermore, if you are using your Gandi Simple Hosting in connection with commercial purposes (i.e. the offering for sale of goods or services via a website hosted on Your Gandi Simple Hosting Instance) you must disclose your identity and reasonably allow third parties to contact you by publicly identifying:

- If you are a physical person: your first and last name, mailing address, contact telephone number, and, if applicable, any relevant license or registration number; or
- If you are acting on behalf of a legal entity: the business name, mailing address, contact telephone number, and, if applicable, any relevant license or registration number.

By default, our name, address and contact telephone number are associated with Your Gandi Simple Hosting Instance as your webhosting provider when searching on webhost lookup tools.

3.3. You are Responsible for Monitoring the Content on Your Gandi Simple Hosting Instance

Before publishing Content on any websites connected with your Gandi Simple Hosting, you must ensure that such Content is in compliance with the Acceptable Use Policy. If you allow third parties to publish Content on websites connected with Your Gandi Simple Hosting Instance, you are responsible for monitoring the Content published by third parties and, when appropriate, deleting it immediately. If you cannot or do not want to monitor and regulate the Content posted to websites connected with Your Gandi Simple Hosting Instance by third parties, you must elect to close the comments and trackbacks to the websites connected with Your Gandi Simple Hosting Instance. You may use software that helps you monitor and takedown Content that is not appropriate or in conformity with our Acceptable Use Policy. If the Content on websites connected with Your Gandi Simple Hosting Instance is not appropriate for certain audiences (for example, children), it is your responsibility to take reasonable measures to prevent access to such websites by the audiences for which it would be inappropriate.

In the event that a website connected with Your Server is intended to be used by a minor, his or her legal guardian must assist him or her in monitoring the Content on that website and assume the responsibility for ensuring that the Content on that website conforms to the Acceptable Use Policy.

3.4. You Must Abide by Copyright Laws and Cooperate with Us in Responding to DMCA Complaints Regarding Your Content

You may not use the Gandi Simple Hosting Service in any manner that infringes upon any copyright. Such infringement may include, but is not limited to selling counterfeit goods, unauthorized copying of photographs, books, music, videos, or any other copyright protected work, or facilitating infringement such as by way of a peer to peer file sharing. It is our policy to promptly investigate compliant notices of alleged copyright infringement that are provided to us in writing regarding Content hosted on or otherwise displayed via our systems. Our response to such notices may include removing or disabling access to the Content or website claimed to be the subject of infringing activity, without prior notice, and without regard to the complaint's substance or merit (or lack thereof). Gandi reserves the right, in its sole discretion, to close any Gandi Account or Gandi Simple Hosting for which Gandi receives three or more copyright infringement complaints, without prior notice.

We abide by the safe harbor provisions of the Digital Millennium Copyright Act ("DMCA"). Upon receipt of an infringement counter notice that substantially complies with the counter notification requirements set forth in the DMCA, the DMCA requires us to provide the complaining party with a full copy of the counter notice provided to us by the alleged infringer or his/her authorized agent. The DMCA also requires us to permit the alleged infringer to restore access to the material claimed to be the subject of infringing activity, within no less than ten business days and no more than fourteen business days following our receipt of a compliant counter notice, unless we first receive notice that the complaining party has filed an action seeking a court order to restrain the alleged infringer from engaging in infringing activity. Be advised, regardless of whether or not the complaining party files an action seeking a court order to restrain the alleged infringer from engaging in infringing activity, the complaining party may still maintain the right to seek relief in a court of law. It is our policy to adhere to all orders of the court. Any court order issued in connection with a complaint that has been filed against the alleged infringer with which we are served will, with immediate effect, supersede any allowance we may have made permitting the alleged infringer to re-enable or otherwise restore the access to the material claimed to be the subject of infringing activity. A filing of a copyright infringement counter notice may result in litigation between and among the parties.

3.5. You Must Abide by Trademark Laws and Cooperate with Us in Responding to Trademark Complaints Regarding Your Content

You may not use the Gandi Simple Hosting in any manner that infringes on the intellectual property rights of any person or party. Such infringement may include, but is not limited to selling counterfeit goods, or unauthorized copying of photographs, logos, designs or other lawfully protected works. It is our policy to promptly investigate compliant notices of alleged trademark infringement that are provided to us in writing regarding Content hosted on or otherwise displayed via our systems. Our response to such notices may include removing or disabling access to the material claimed to be the subject of infringing activity, without prior notice, and without regard to the complaint's substance (or lack thereof). Presently, there is no counter notification process in place for trademark law. If you wish to object to a complaint filed against you, you will need to address the matter up with the trademark owner in a court of law. In any case, you hold Gandi completely harmless in all matters concerning our action with respect to any trademark infringement complaint. Gandi reserves the right, in its sole discretion, to close any Gandi Account for which it receives three or more trademark infringement complaints, without prior notice and without a refund of any fees.

3.6. You Alone Are Responsible for Backups

The backing up of the entire contents of Your Gandi Simple Hosting Instance is completely your responsibility. We do not keep backups of your Content. You acknowledge and agree that it is entirely your responsibility to perform regular backups of the content on Your Gandi Simple Hosting Instance. Gandi does not perform backup service for the Gandi Simple Hosting Service. We strongly recommend that you perform regular backups of your Content and a final backup before deciding to terminate your Gandi Simple Hosting Service.

Upon the expiration of this Agreement (following the 15-day redemption period granted for late renewals), termination, deletion or cancelation of Your Gandi Simple Hosting Instance, all of the Content on Your Gandi Simple Hosting Instance will be totally deleted, without any possibility of recovery. Therefore, we strongly recommend that you perform regular backups of Your Gandi Simple Hosting Instance and your Content and a final backup before its expiration.

It is your obligation to take all necessary measures to save your Content in any format you deem necessary to recreate Your Gandi Simple Hosting Instance at another time or with another provider.

In no event will Gandi be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content.

3.7. Always Having Strong, Secret Passwords is Your Responsibility

You are required to and solely responsible for maintaining the confidentiality and security of the passwords used to access your Gandi Account and your Gandi Simple Hosting Service. Any and all activity that occurs under your username and password will be considered done by you and you bear sole responsibility for that activity. Gandi is not be responsible for any loss or damage arising from or otherwise related to your failure to maintain control over access to your password or username, whether due to your own negligence or for any other reason. As a general practice, it's best that you change all of your passwords periodically and at any time you think that the username and password to your Gandi Account, your Gandi Simple Hosting Service or any of your other usernames or passwords have become compromised.

3.8. Obligation to Not Disrupt Our Systems and to Preserve the Reputation of Our IP Addresses

You agree to use our services in a manner that does not interfere with or otherwise disrupt service to our other customers or any of our systems. Gandi reserves the right to suspend or close the Gandi Account and associated Gandi services, without prior notice, if in our judgment such interference or disruption is determined to exist.

You agree to maintain the reputation of our IP addresses and not to undertake any action that causes our mail servers or any of our IP address or ranges to be placed on any "blacklist" or "black hole list" (i.e. www.spamhaus.org, "XBL", or "SBL") or any other mail filtering software systems used by companies on the Internet. You agree to notify us immediately if you learn that any of our IP addresses have been placed on any such list. If necessary, you agree to take whatever actions are necessary (or fully cooperate with us in taking whatever actions we deem necessary) to remove any of our IP addresses from any such list immediately.

3.9. Obligation Not to Manipulate Our IP Addresses

Gandi is and will remain the sole owner of all IP network addresses within Gandi's network. You are not permitted to modify any configuration that will otherwise conflict with, or disrupt our network service.

Gandi Simple Hosting Instance does not have a public IP Address, but rather, a private IP address. Consequently, the IP addresses to authorize in order to allow requests coming from a Gandi Simple Hosting Instance are those (range of public IPs) from Gandi's datacenters where the Gandi Simple Hosting Instance is located.

Gandi reserves the right to change the IP range for any reason (including, but not limited to, for upgrades, security provisioning, or other network migration service).

3.10. You Are Responsible for Your Domain Names

If a domain name associated with your Simple Hosting Instance expires, the Content of the site hosted on the Simple Hosting Instance will no longer be available online via this domain name. You are responsible for maintaining the domain name(s) associated with your Simple Hosting Instance in good standing. The Gandi Simple Hosting Service does not include obtaining, monitoring or renewing any of your domain names.

Section 4. Billing, Pricing and Payment

4.1. Monthly vs. Yearly Subscription Plans; Gandi Credits; Your Gandi Prepaid Account

Gandi offers two subscription plan choices for the Gandi Simple Hosting Service: monthly (in 1, 3, or 6 month periods) or yearly. Although there is no commitment for the monthly plan (you can cancel at any time and only pay for the time you used), the yearly plan is a better value for the service over time.

4.1.1. The Monthly Subscription Plan

If you choose to subscribe to the Gandi Hosting Service on a monthly term basis, you will be billed the applicable price posted on the Site at the time of your order, depending on how many months of service you elect to purchase. You can select a 1, 3 or 6 months (or the 12 month annual plan described below). You must order and pay for a minimum of 1 month of service to begin the service. Once full payment confirmation is received, Your Gandi Simple Hosting Instance will be provisioned and available for use (typically within 1 hour). Thereafter, you can cancel at any time. If you cancel before the end of the month, your Gandi Prepaid Account will be refunded any amount due in the form of credits equivalent to the prorated money due for the service to your Gandi Prepaid Account. The credits due are prorated to the nearest day, for all days for which services were not used in the remainder of the month.

The refunded credits are made immediately available for you to use in Gandi Prepaid Account to pay for other Gandi services. They can also be refunded according to the conditions set forth in Gandi's General Service Terms and Conditions relative to the "Gandi Prepaid Account".

4.1.2. The Annual Subscription Plan

If you choose to subscribe to the Gandi Hosting Service on a yearly basis, you will be billed the applicable price posted on the Site at the time of your order for 1 year of service. With the annual subscription, you must order and pay for a minimum of 1 year of service to begin the service. Once full payment confirmation is received, Your Gandi Simple Hosting Instance will be provisioned and available for use (typically within 1 hour). **You can cancel at any time, but are not entitled to a refund or credits of any kind for any unused time**. At the end of the annual period, you can renew your subscription for a consecutive 1-year period, or switch to the monthly service.

4.2. Managing your Gandi Simple Hosting Service Billing and Your Gandi Prepaid Account

You manage your Gandi Prepaid Account autonomously by logging into your Gandi Account with your username and password. A Gandi Prepaid Account can only be associated to a single Gandi username (or handle), and can only be used in

connection with the Gandi Simple Hosting Service.

The Gandi Prepaid Account interface allows you to:

- Subscribe to, modify and cancel Gandi Simple Hosting Service and options (including to a more or less powerful plan);
- Manage Your Gandi Simple Hosting Instance (i.e. publish, delete or modify the Content on Your Gandi Simple Hosting Instance);
- Update your contact information;
- Designate and manage other Administrators or Users of Your Gandi Simple Hosting Instance; and
- Change your or your Administrators' or Users' passwords.

4.3. Billing and Payment

You pay for your Gandi Simple Hosting Service via your Gandi Prepaid Account (which is part of your Gandi Account). Our continuing to provide you with Gandi Simple Hosting Services is at all times contingent upon your timely payment of the required fees for continuing the service. The means and methods of payment that we accept are set forth in Gandi's General Service Conditions.

The easiest and fastest way to make a payment is by credit card or PayPal. If your subscription has expired, your Gandi Simple Hosting Service will not resume until your payment to renew has been validated and processed. For bank transfers, we require at least seven (7) days from our receipt of the bank transfer for the processing and posting of funds to your Gandi Prepaid Account. We do not accept bank transfers for less than ten dollars ($10 USD). We are not responsible for bank-related or other third party related payment delays such as validation or fraud holds, processing delays, etc. We are likewise not responsible for payment processing delays that are the result of incomplete or incorrect transaction or account information or identification references provided by you that make it more difficult for us to pair your payment to your account.

It is your responsibility to ensure that you pay to continue your Gandi Simple Hosting Service without interruption. To be clear, you must submit your payment by a date and select a payment method that ensures your payment will be received before your Gandi Prepaid Account is depleted. If your Gandi Prepaid Account does not have enough credits in it to continue to pay for your Gandi Simple Hosting Service, some or all of your Gandi Simple Hosting Service will be suspended or terminated when payment is due. There is no grace period.

Section 5. Subscribing to Your Gandi Simple Hosting Service

You subscribe to the Gandi Simple Hosting Service via your Gandi Account. You set up your Gandi Account on our Site and by following the process described in Gandi's General Service Conditions. You will receive an email notification when your Gandi Account is activated. Once your Gandi Account is activated, you can use your username and password to login and subscribe to the Gandi Simple Hosting Service and select your options. Then, you will select whether you want the annual subscription plan or a monthly subscription plan and specify the length of the monthly subscription (1, 3 or 6 months).

Once your payment is confirmed and you have subscribed to the Gandi Simple Hosting Service, you will receive another email when Your Gandi Simple Hosting Instance have been provisioned to your requirements with the resources you have specified and are ready for you to use (typically within 1 hour of your subscribing to the Gandi Simple Hosting Service). Then, your Gandi Simple Hosting Service will be activated once the DNS has propagated. In some cases, Gandi needs to verify that you are the owner of the domain name that you wish to associate to Your Gandi Simple Hosting Instance before it can proceed with provisioning. Additional time until activation must then be taken into account.

You can modify your Gandi Simple Hosting Service to best suit your needs at any time through your Gandi Account. You can at any time cancel, change or upgrade to a higher offer or to add additional disk space. If you are in the non-commitment mode (Monthly Subscription Plan), you have the possibility of downgrading to a lower offer. You will then be refunded the difference on your prepaid account.

Section 6. You Are Responsible for Managing the Appropriate Hardware, Software and Security Measures for Your Gandi Simple Hosting Instance

Gandi agrees to undertake commercially reasonable best efforts to ensure the security of its hardware and its technical infrastructure. To secure Your Gandi Simple Hosting Instance, Gandi installs and maintains on Your Gandi Simple Hosting Instance regularly updated security software. Gandi also regularly updates the software necessary for the Gandi Simple Hosting Service platform (i.e. web server, database, version of supported language, etc.) for security and stability purposes. Typically, your services will not be interrupted while we update this software. If you may experience a service interruption as a result of our software updates, however, we will make every effort to give you reasonable advance notice and/or provide you with the ability to launch the update yourself, at your convenience.

However, you are solely responsible for the security of each of Your Gandi Simple Hosting Instance and your Content. You agree to take all steps necessary to secure access to Your Gandi Simple Hosting Instance and your Access Codes, as well as the username and passwords for every third party, website or service made available on Your Gandi Simple Hosting Instance. You agree to inform Gandi immediately of any security flaw or any abusive use of Your Gandi Simple Hosting Instance of which you become aware, regardless of the type, so that we can coordinate our efforts, if necessary. We reserve the right to suspend, or even terminate or delete Your Gandi Simple Hosting Instance, your Content or our services and associates resources, without prior notice if necessary, in order to protect our systems from a security issue in connection with Your Gandi Simple Hosting Instance.

You are responsible for configuring Your Gandi Simple Hosting Instance to meet your needs and objectives, any necessary technical interventions on Your Gandi Simple Hosting Instance to ensure proper functioning (including in the case of malfunction or failure), and procuring, installing, maintaining and updating any software necessary to secure or restrict access to part or all of Your Gandi Simple Hosting Instance, Content, websites or applications hosted on Your Gandi Simple Hosting Instance and implementing security best practices. You are also responsible for any backups, data redundancy, and data recovery measures.

Section 7. You Are Responsible for the Actions of Others Accessing Your Gandi Simple Hosting Instance

You are entirely responsible for your Gandi Account, your Gandi Simple Hosting Service, any Content on Your Gandi Simple Hosting Instance and your obligations under this Agreement and any other applicable Gandi Contract. If you give access to Your Gandi Simple Hosting Instance to anyone (a User), you guarantee that that person will agree to and abide by this Agreement and any other applicable Gandi Contract.

You also agree that you are completely responsible for the actions of your Users. As set forth herein, you agree to indemnify Gandi and Gandi's related parties for any claims concerning any actions of your Users. You are responsible for any Content associated with your Gandi Account or Your Gandi Simple Hosting Instance. You agree to inform your Users of the obligations of this Agreement and any other applicable Gandi Contract.

Section 8. Limitation on Transferability of Your Gandi Simple Hosting Instance

We cannot transfer Your Gandi Simple Hosting Instance to any third party, unless compelled to do so by law.

Section 9. Term of the Agreement; Renewals

9.1. Term

The term of this Gandi Simple Hosting Contract begins upon the subscription to the service and the activation of the service and continues unless terminated until the end of the period through which the service have been paid. You can activate or deactivate of all or part of the options associated with your Gandi Simple Hosting Service at any time, at your election or automatically at a time designated by you in advance.

At the end of your prepaid subscription period, you can renew the Gandi Simple Hosting Service monthly or annually, regardless of whether you were previously on a monthly or annual subscription plan, without any service interruption. You can elect to switch to the annual subscription plan at any time. **You can only elect to switch from the annual subscription plan to the monthly subscription plan at the end of the annual subscription plan.**

9.1. Manual Renewal

By default, renewal of your Gandi Simple Hosting Service is not automatic. It must be expressly requested by you via your Gandi Account after logging in with Your Access Codes.

To avoid any interruption in service, you must elect to renew your Gandi Simple Hosting Service in advance and fund your Gandi Prepaid Account with payment sufficient to pay for the renewal subscription you have chosen (monthly or yearly) at least one day prior to the end of the period, under the monthly subscription plan and one month prior to the end of the period under our annual subscription plan.

If these deadlines are not met, we cannot guarantee renewal without a disruption in service. We strongly recommend that you renew the service well in advance, and take into consideration the means of payment chosen to credit your Gandi Prepaid Account to avoid any disruption in service upon expiration of the term of your subscription plan.

9.2. Automatic Renewal

At your election, you may activate automatic renewal of your Gandi Simple Hosting Service via your Gandi Account after logging in with Your Access Codes. To avoid any interruption in service, you must elect to automatic renewal of your Gandi Simple Hosting Service and set up to fund your Gandi Prepaid Account with payment sufficient to pay for the renewal subscription you have chosen (monthly or yearly) at least one day prior to the end of the period, under the monthly subscription plan and one month prior to the end of the period under our annual subscription plan.

If these deadlines are not met, we cannot guarantee renewal without a disruption in service. We strongly recommend that you renew the service well in advance, and take into consideration the means of payment chosen to credit your Gandi Prepaid Account to avoid any disruption in service upon expiration of the term of your subscription plan.

Section 10. Termination or Cancelation of this Gandi Simple Hosting Contract by You

You may cancel the Gandi Simple Hosting Service or release all or some of the services or additional resources associated with your Gandi Account at any time, at your election, autonomously via your Gandi Account, provide that your account is in good standing (i.e. not suspended). If you are on the monthly subscription plan, you will be refunded credits on a prorated basis for unused time. If you are on the annual subscription plan, you will not receive any refund. When you cancel your Gandi Simple Hosting Service completely, your Content will be deleted and Your Instance(s) will no longer be accessible via the Internet by you or third parties. You alone are wholly responsible for any consequences of your cancelation of the Gandi Simple Hosting Service, including as a result of the deletion of Content. Please note that deleting your Gandi Simple Hosting Service may not remove your Content from the Internet. While it will be permanently deleted from Your Instance(s), your Content may have been referenced, cited or copied onto other websites, any of which may retain some or all of your Content, beyond Gandi's control.

Section 11. Suspension or Termination of this Agreement and/or Your Gandi Simple Hosting Service

11.1. Suspension or Termination for Failure to Pay

If you do not have enough money in your Gandi Prepaid Account to pay for your Gandi Simple Hosting Service at the time payment is due (services are set to continue) and your have not authorized us to automatically deduct money from a method of payment associated with your Gandi Prepaid Account to pay for your services to automatically continue, your Gandi Simple Hosting Service will be suspended pending final termination. You will be alerted of the expiration, at least the day of the expiration, by email to the email address associated with your Gandi Account.

The Gandi Simple Hosting Service will be suspended, during its active term, in the event that you do not pay to renew it. While your Gandi Simple Hosting Service is suspended, you will not be able to access Your Gandi Simple Hosting Instance.

The Gandi Simple Hosting Service will remain suspended for a period of up to 15 days after the failure to timely pay for renewal. After 15 days, the Content associated with the Gandi Simple Hosting Service will be permanently deleted and unrecoverable and the account will be deactivated.

You are responsible for backing up your Content. In the event Your Gandi Simple Hosting Instance, your Content and your services are deleted, we will not be able to recover Your Gandi Simple Hosting Instance or your Content for you.

11.2. Suspension or Termination for Breach of this Agreement or any Other Applicable Gandi Contract

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 reoccurrence 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 Account and/or your Gandi Simple Hosting Service and/or 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 Account and/or your Gandi Simple Hosting Service and/or any other associated services with immediate effect, without prior or further notice.

In the event that Gandi elects to terminate this Agreement and/or suspend, deactivate, delete or terminate your Gandi Account and/or your Gandi Simple Hosting Service and/or 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 Account and/or your Gandi Simple Hosting Service and/or any other associated services.

All content will be completely deleted from our servers and we will not have any backup of the Content. Again, 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.

11.3. 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, including your Content. 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 Account, your Gandi Simple Hosting Service and any other associated services.

We may also be required to suspend, deactivate, delete or terminate your Gandi Account, your Gandi Simple Hosting Service 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 Account, your Gandi Simple Hosting Service 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 Account, your Gandi Simple Hosting Service or any related services. All content will be completely deleted from our servers and we will not have any 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.

11.4. Suspension or Termination for Maintenance or Security Breach

Your Gandi Account, your Gandi Simple Hosting Service and/or any other associated services may be suspended or terminated in the event that you breach your obligations set forth in this Agreement or in any other applicable Gandi Contract or in the event that your account, service or Content posses a security threat to or disrupts Gandi's other customers, or Gandi's business, systems or services.

Gandi reserves the right to terminate or suspend all or part of the Gandi Simple Hosting 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. This includes, but is not limited to:

• To provide services you have requested;
• To stop a technical malfunction on our system;
• To carry out a maintenance operation;
• To protect the integrity and stability of our systems;
• To stop abusive use and/or illegal use of Your Gandi Simple Hosting Instance by third parties without your immediate response (i.e. spamming, fraud, hacking, unauthorized access attempts);
• To prevent damage to, or an attempt to damage our systems or infrastructure caused by Your Server (i.e. DDOS, botnet, spamming); and
• If necessary, as part of our customer service, with your consent.

Please note that, in most cases, our intervention can technically only occur on the Gandi Simple Hosting (Instance) as a whole, and not on any specific content.

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.

Section 12. Effects of Our Actions

To remove or disable access to material claimed to be the subject of infringing activity or that, in our judgment, breaches any section of this Agreement, Gandi will suspend or delete Your Gandi Simple Hosting Instance on which the Content is hosted.

Note that intervention by Gandi will result in the suspension or permanent deletion of Your Gandi Simple Hosting Instance and any content that it may contain.

In any such case, you will not be permitted to re-enable or otherwise restore access to Your Gandi Simple Hosting Instance until you have complied with all the terms set in our notice to you concerning the issue.

Our intervention can technically only occur on an instance as a whole, and not on selected content.

If any Content or website is disabled or removed pursuant to Gandi's obligations as a service provider under the DMCA, or pursuant to any section of this Agreement, re-enabling or otherwise restoring access to that Content or website is prohibited until and unless you are otherwise notified by Gandi. In any event where the Content or website is re-enabled or otherwise restored (whether on the original Gandi Account or a different Gandi Account), absent Gandi's express authorization as set forth in this Agreement, the Gandi Account will be closed with immediate effect and without prior or further notice.

You must immediately remove or disable access to any duplicative or derivative works of any Content or website Gandi may disable pursuant to any section of this Agreement, whether or not such Content has the same title, name or label as the offending Content, is in any other format, form, size or is in or on any other directory or location on our systems. Your failure to do so could subject you to civil liability pursuant to U.S. federal law, and could also result in the suspension or closure of the Gandi Account.

Section 13. Availability of Service

You understand and agree that interruptions of service may occur due to scheduled or emergency maintenance, updates and repair by Gandi, or by strikes, riots, vandalism, fires, inclement weather, third-party provider outages, cable cuts, power crisis shortages, acts of terrorism, and or uncontrollable acts of God, or other causes beyond Gandi's control, as defined by standard practices in the industry. From time-to-time, it may become necessary for Gandi to stop, reboot, disable, reconfigure, re-route or otherwise interrupt Your Gandi Simple Hosting Instance for indeterminate and unpredictable lengths of time. You agree that under no circumstances will Gandi be held liable for any financial or other damages due to such interruptions. In no event shall Gandi be liable to you or any other person or party for any special, incidental, consequential or punitive damages of any kind, including, without limitation, refunds of fees, loss of profits, loss of income or cost of replacement services. Such failure or delay shall not constitute a default under this Agreement.

Gandi reserves the right to reset the password used to access Your Gandi Account, in case it is required, such as to protect the account from fraudulent actions, usurpation of identity or legal notice.

In our sole discretion, we may suspend or delete Your Instance in adherence to any new governmental regulations or policies that may arise, either domestically or internationally.

We reserve the right to refuse service. Notwithstanding the foregoing, we reserve the right to refuse access to Your Gandi Simple Hosting Instance to anyone, at anytime, for any reason or no reason.

From time to time, it may be necessary for us to update certain software, applications and/or Your Gandi Simple Hosting Instance without prior notice. An example of a needed update is an update from one version of PHP to another. The updated version may not be compatible with your Content and/or website(s), and your Content and/or website(s) may cease to function as expected following the update. In most all cases, we are unable to rollback or otherwise reverse the update. You are solely responsible for adjusting your Content and website(s) to and ensuring compatibility with the updated version and you agree that Gandi shall not be liable in any way for any loss or damage you or any other person or party may suffer as a result of our update to certain software, applications and/or Your Gandi Simple Hosting Instance.

Section 14. Reselling Our Services and Online Stores

14.1. Reselling Space

You are authorized to resell space on Your Gandi Simple Hosting Instance to third parties and/or to use Your Gandi Simple Hosting Instance to sell or offer goods or services to third parties (both "Your Users"). You are solely and fully responsible for and to Your Users. Under no circumstances will we be held responsible for or to Your Users in connection with Your Gandi Simple Hosting Instance. You are not permitted to represent to Your Users or potential customers of yours that you are Gandi or have any relationship with Gandi other than a user of Gandi's services. You may not hold yourself out as our agent or business partner.

By reselling, you agree to offer Your Users the same level of service quality as provided by Gandi and to respect the same ethical standards.

We will not provide support to Your Users and you may not provide our Customer Support contact information to Your Users for support service purposes.

We will not mediate any dispute or controversy arising between you and Your Users or Your Users any third party. However, You agree that we may intervene if required, e.g. legal notice, etc. Depending of the claim nature, we will give you a prior notice of such a determination, and will include information reasonably necessary.

You are responsible for all Content stored or transmitted by Your Users and any other actions of Your Users. We will hold you responsible for any of Your Users violations of law or the terms of this Agreement, including the Acceptable Use Policy. Before any reselling of space on Your Gandi Simple Hosting Instance to any third party, you agree to ensure that Your User does not directly or indirectly participate in spamming activities listed in the "Spamhaus" registry (Spamhaus Register of Known Spam Operations, www.spamhaus.org) and is not listed on any blacklist or black hole list.

You agree to enter into a contract with Your Users containing terms no less protective of our interests than this Agreement, Gandi's General Service Conditions, and Privacy Policy. Your limitation of liabilities, warranties and privacy policy must be similar to those that we include in our Agreements. You agree to make your contract available to Your Users before you enter into a contract with them and to us, upon our request. We have no contractual relationship with Your Users. You agree to indemnify and hold us harmless from any claims made against us by Your Users based on the Service we, or any party providing services through us, provides. This indemnification survives the termination of this Agreement.

Our authorization for you to resell space on Your Gandi Simple Hosting Instance to third parties does not give you any exclusive or territorial rights. We still have the right to enter into reseller relationships with other entities on terms that may differ from our terms with you. Other companies, including Gandi and our other resellers, can and will compete against you.

You will have no ownership right in our Marks, and agree to take no action that might jeopardize our rights in our Marks, or appropriate them for your own use, or those of another.

You are not authorized to make any representation, contract or commitment on our behalf except to the extent specifically requested or authorized by us in writing.

You shall not make written or oral promises or representations to any prospective customer on our behalf.

You acknowledge that we have not promised you any particular reward, income, profits, commission or success for such referrals.

14.2 Online Store Sales Practices

In the conduct of your business, you agree to take every effort to safeguard Gandi's business reputation and protect the value of its name and goodwill. You will not undertake any business that might be harmful to us. You agree to refrain from all deceptive, misleading or unethical business practices, and to comply with all applicable policies and procedures as well as applicable state and federal rules and regulations. Any violation by you of this paragraph shall constitute a material breach of this Agreement and, in addition to all remedies available to us, you agree to indemnify and hold us harmless for any fee, fine, penalty or liability imposed against us arising from your activities. The prices you charge for your services should be solely determined by you. You are responsible for calculating and collecting from Your Users all charges related to your services, including any applicable taxes.

Section 15. Limitation of Gandi's Responsibility for Technical Problems

In addition to the general limitation of liability contained in this Agreement and in any other applicable Gandi Contract, by way of example, you agree that we cannot be held responsible for any resulting harm in the following specific cases:

- Difficulties accessing your Content or Your Gandi Simple Hosting Instance, slow download times, or problems sending and receiving emails or any other kind of Content and/or attached files due to overutilization of the network at certain times, the technical characteristics and limits of the Internet, the speed, security or quality of your Internet connection, or other software or hardware problems outside of our control;
- The theft or intentional, negligent or accidental communication of the username and passwords and/or the Access Codes associated with your Gandi Account;
- Problems with the accessibility or functioning of Your Gandi Simple Hosting Instance related to any applications or Content that you put on it;
- Problems related to the high volume of web traffic to Your Gandi Simple Hosting Instance;
- Any malware, including, but not limited to, software viruses, Trojan horses, worms, time bombs or any other computer codes, files or programs designed to interrupt, destroy, impair or limit the functionality of any computer software, hardware, telecommunications equipment or other device or equipment;
- Any direct or indirect intrusion of a third party into Your Gandi

Simple Hosting Instance (attack, hacking, etc.);

- Your receipt of spam or other such undesired or unrequested content or communications;
- The listing of one of the IP addresses that you have been assigned on any blacklist or black hole list; and
- Loss of Content, under any circumstances.

In order to prevent any abusive use or access to Your Gandi Simple Hosting Instance by any unauthorized third party, we strongly recommend that you configure Your Gandi Simple Hosting Instance appropriately, use firewalls and other commercially available security measures, implement security and data protection best practices, and monitor unusual transmissions of Your Gandi Simple Hosting Instance (i.e. by installing system monitoring software). We do not monitor your systems for you for this purpose.

Section 16. Indemnification

In accordance with the Gandi Contracts, you are solely and fully responsible for your use of your Gandi Account, the Gandi Simple Hosting Service and/or any other associated services. You are responsible for the actions of any users of your Gandi Account or Your Gandi Simple Hosting Instance or any Access Codes associated with your Gandi Account. You are also responsible for the actions of the Contacts you designate in your Gandi Account or your Gandi Simple Hosting Service.

You agree to defend, indemnify and hold Gandi and each of its 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 instances. 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 shall survive the termination of this Agreement.

Section 17. 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 CUSTOMER SERVICE TEAMS, 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 18. 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 19. 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 20. 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 Simple Hosting Contract --