

CONTRACT CONCERNING THE RESELLER SERVICE FOR THE REGISTRATION AND MANAGEMENT OF DOMAIN NAMES AT GANDI BY RESELLERS AND LARGE PORTFOLIOS CUSTOMERS

Last Updated August 1, 2014 – Version 1.0

The present Reseller Contract concerning the use of the Reseller service for the registration and management of domain names at Gandi on behalf of their customers, and Large-portfolio customers for themselves (hereafter referred together as "Our Contract" or the "Reseller/Large-portfolio Customer Account Contract" or the "present Contract").

The present Reseller Contract constitutes a binding agreement between Gandi US, Inc., a Delaware corporation ("Gandi", "we", "our", or "us"), and any entity registering as a Reseller/Large-portfolio Customer and electing to purchase, activate, subscribe to, manage, restore or renew many domain names and Gandi's services for their own customers through the online portal available at www.gandi.net (Your "Gandi Reseller/Large-portfolio Customer Account").

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

You acknowledge that the subscription and use of the Reseller service for the registration and management of domain names at Gandi by Resellers and Large-portfolio customers implies the unconditional acceptance of and adherence to Gandi's General Service Conditions, the Terms and Conditions of Domain Name Registration, Gandi's Privacy Policy and rules and obligations applicable to each extension concerned as required by the Trustee authorities and the Registries, the special conditions of the optional accessory services that may be provided, as well as the prices, and the technical conditions and limitations of Our services, indicated on Our website www.gandi.net, and the Contract Concerning the Use of the Reseller Service for the Registration and Management of Domain Names at Gandi by Resellers on behalf of their customers, and by Large-portfolio customers for themselves (hereafter referred together as "Our Contracts" or the "Reseller/Large-portfolio Customer Account Contract"), as they may be amended from time-to-time, all of which are incorporated herein by reference.

Our Contracts can be viewed at any time on [Gandi's website](#), and they will also be presented during any subscription to the Reseller and/or Large-portfolio customer Account, in accordance with the contractual process outlined in Gandi's General Service Conditions.

You acknowledge reading and understanding them, and accept to be bound by their terms and to unconditionally abide by them both within the framework of Your dealings with Gandi, as well as with Your contractual relationship with Your own customers.

Capitalized terms used in this Contract have the same definitions as provided in Gandi's General Service Conditions and the Terms and Conditions of Domain Name Registration, and the special conditions applicable to the extensions concerned, unless specifically defined otherwise in this Contract.

This Contract defines the services provided by Gandi in the framework of the Reseller/Large-portfolio Customer service, are a complement to Gandi's General Service Conditions and the Gandi's Terms and Conditions of Domain Name Registration, which the conditions take full effect unless specifically stated otherwise. Should any discrepancy arise between the provisions of this Contract and any other of Gandi's contractual document, this Contract shall prevail.

As specified in the Gandi's Terms and Conditions of Domain Name Registration, within the framework of the service 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. Thus, within the framework of the present Reseller service, and in particular in the special conditions for each extension, any designation of Gandi as a Registrar herein represents the Registrar Gandi SAS.

Gandi US, Inc. ("Gandi") is a reseller of and represents the Registrar Gandi SAS and/or other Registrars but in no way obligates or can bind Gandi SAS or any such other Registrar to be subject to or bound by the terms hereof nor does it submit Gandi SAS or any other entity to the jurisdiction of the United States or any State thereof.

Gandi's activity is regulated

As outlined in Our contractual agreements, and notably in Gandi's General Terms and Conditions for Domain Name Registration, the rules that govern the registration and management of domain names are set forth by the "Trustee Authorities" (ICANN, for example), and the "Registries" (Verisign, PIR, AFNIC, etc.) in charge of each TLD at the global or national level.

These organizations grant accreditation to Registrars, including, but not limited to, Gandi SAS, that assign and manage domain names of various TLDs (*Top Level Domains*).

The terms and conditions of the accreditation contracts that bind the Registrar Gandi SAS to the Trustee Authorities and Registries apply to both the Registrar Gandi SAS and Gandi as well as to any individual, legal person or entity that provides domain name registration services, and any person requesting the registration of a domain name in a given extension (and notably, all Our customers).

In Our function as a provider of domain name registration services, We commit Ourselves to provide the best service reasonably available. This being said, Our services must adhere to the technical, legal, regulatory and contractual restrictions as, in

particular, required by the Trustee Authorities and the Registries to which We, as well as Our customers, must abide.

These rules are incorporated by reference to Our contractual agreements, and are an integral part of said agreements.

Consequently, by providing You with Our tools under the conditions of this Reseller/ Large-portfolio Contract, and with a large degree of autonomy of utilization, and by allowing You to have exclusive contact with Your customers, We also delegate to You the obligation to abide by and to assure the adherence of Your customers to all applicable rules and regulations, the rules enacted by the Trustee Authorities and the Registries as well as Our contractual agreements.

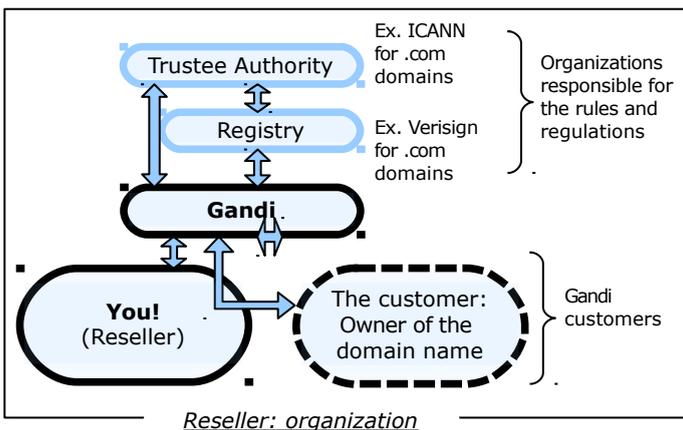
Definition of the "Reseller" profile:

A "Reseller" is a registered organization (legal entity) that is bound to Gandi by the present Reseller Contract, that registers and manages many domain names for their own customers by using special tools specifically developed for the Reseller service, and which are accessible via their Account, such as defined below in Section 2.

The Reseller assigns their customer as owner(s) of the domain name(s) that are registered in their name and on their behalf, under the condition of abiding by all applicable laws and obligations that accompany the full ownership of a domain name.

In this regard, the Reseller's customer is also Gandi's "Customer", but only as defined in Gandi's General Terms and Conditions of Domain Name Registration (meaning, that the customer is the owner of the domain name during the entire period of the domain name registration in Gandi's database. The Owner is the individual or legal entity declaring itself as the owner when registering the domain name, and whose name is displayed as Owner in the "Whois" database, available for example on <http://www.gandi.net/whois>).

Our role in the structure can be seen as illustrated in the following diagram, for any given TLD:



After having opened a Reseller Account (definitions and procedures may be found in Section 2), the Reseller has access to many tools and privileges that are specific to Our Reseller service.

The present Contract defines Our respective rights and obligations: those of Gandi, as a provider of domain name registration, and Yours, as a Reseller, benefiting as such from

special tools and privileges; and those of the Customers, owners of domain names.

Definition of a Large-portfolio Customer

A "Large-portfolio Customer" is a registered organization (legal entity) bound to Gandi by the present Contract, that registers and manages many domain names for itself, by using special tools specifically developed for the Reseller service, that are accessible via their Gandi Account (large-portfolio customer, such as defined below in Section 2).

Unlike the Reseller, a Large-portfolio Customer is the owner of domain names that it has registered and managed through Gandi's services for its own behalf.

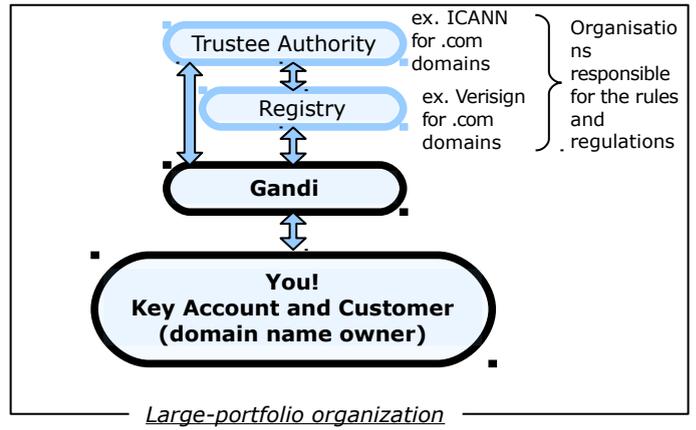
In this regard, a Large-portfolio Customer is Gandi's Customer, as defined in Gandi's General Terms and Conditions of Domain Name Registration (meaning, the physical or moral person that is declared as the owner of the domain name upon its registration and visible as such in the Whois database, notably accessible at <http://www.gandi.net/whois>).

The Large-portfolio Customer is particularly well suited for a company that registers many domain names for its own use, and/or for a Reseller that wishes to use the same tools and privileges for its own domains, via its usual Reseller Account.

As with any other domain name owner, Large-portfolio Customers may consent to grant a license of use to third parties of domain names for which they are owner, under the condition that the rules governing the extension concerned allow such action, and that they also strictly accept to be abide by Our Contracts.

These third parties are therefore not Gandi's customers, and any contracts with them do not take precedence over those with Gandi, the Trustee Authorities, or the Registries.

Our role in the structure can be seen as illustrated in the following diagram, for any given extension:



After having opened a "Reseller/Large-portfolio Customer" Account (definitions and procedures may be found in Section 2), the large-portfolio customer has access to many tools and privileges that are specific to Our Reseller/Large-portfolio customer service

The present Contract defines Our respective rights and obligations:

- those of Gandi, as a provider of domain name registration, and Yours, as a Large-portfolio Customer, benefiting from such special tools and privileges; and, as a Customer, owner of domain names.

Section 1 - GANDI's commitments

You benefit from the tools and privileges which constitute Our "Reseller/Large-portfolio Customer" services upon the creation of Your Gandi Reseller/Large-portfolio Customer Account (*Section 2 hereafter*) and upon Your adherence to Our Contracts, which define the basis of Our obligations toward the owners of domain names.

1.1. Domain name registration and management services

Gandi grants You the non-exclusive, revocable, and non-transferable rights to provide to Your customers its domain name registration and management service on the Internet.

This is true for all or some of the TLDs for which Gandi is accredited, via special tools that We make available to You via a special interface (*Reseller profile*), or to profit from these tools for Your own domain names (*Large-portfolio Customer profile*).

Our service is one of a technical intermediary between You, Your customers, the Trustee Authorities, and the Registries. As a technical agent, Our main service is to send Your requests (*Large-portfolio Customer profile*), on Your behalf, or on behalf of Your customers (*Reseller profile*), to the appropriate authority.

1.2. Bulk rates

As stated below, as a Reseller or Large-portfolio Customer You benefit from sliding bulk rates, as may be seen on Our website at <http://www.gandi.net/domain/price>.

1.3. Reseller/Large-portfolio Customer special interface

You benefit from a special interface and additional management rights that allow You to use Our Reseller/Large-portfolio services in a way that is autonomous and secure via Your Account.

Within the framework of this service, and as an exception to Gandi's General Service Conditions and Gandi's Terms and Conditions of Domain Name Registration this Account is a Gandi handle that has a specific status (Reseller, or Large-portfolio customer, depending on the corresponding profile (see Section 2).

1.4. Access to Reseller/Large-portfolio special tools

You have access to special tools, such as for example the automated API (Application Programming Interface), accessible via this special interface, that allow You to manage Your domain names (*Large-portfolio Customer profile*) or those of Your customers while personalizing Your relationship with Your customers (*Reseller profile*).

1.5. Reseller/large-portfolio priority support

As a Reseller or Large-portfolio Customer, You benefit from priority access to Our Reseller/Large-portfolio customer care service.

1.6. Reseller Organizational liberty

As a Reseller, You are fully responsible and independent in the organization of Your activity, and Your legal structure, for structuring Your work methods, and the choice of Your collaborators or correspondents.

This is done so in a way that allows You to provide to Your customers with the best quality of service reasonably available under the condition that they abide by current applicable rules and regulations, specifically those of specifically those of the United States of America, as well as the norms defined by the Registries and Trustee Authorities, in addition to Our contractual agreements.

1.7. Exclusive nature of the relationship with Your customers

As a Reseller or Large-portfolio Customer, You are Our interlocutor.

As Large-portfolio Customer, You are a Gandi's Customer.

When Domain names are registered at Gandi through a Reseller, they are sold by the Reseller in his name and on his behalf, these customers belong to him in full. Thus, except as provided below, Gandi agrees to not canvass or contact Reseller customers directly and/or on Our own, You remain the only interlocutor of Your customers.

However, in accordance with the rules enacted by the Trustee Authorities and Registries and with the obligations of the Registrar, We and/or the Registrar may contact Your customers in the following cases without We and the Registrar being held responsible because of this:

- to meet a legal, procedural or contractual obligation, notably one that is required by a Trustee Authority or a Registry (for example, in the context of obtaining the necessary authorization for a domain name transfer between Registrars, or as part of the verification of the data associated with a domain name), being specified that Gandi agrees, wherever possible, to give You a deadline of 24 hours to directly contact Your customer;
- in accordance with ICANN rules, Registrars must notify the holders of domain names under an ICANN extension, of their domain names' expiration (1 month before expiration, 1 week before expiration, and 1 day after expiration). Consequently, in order to comply with these rules, the Registrar has to send these 3 notifications to the email address of the owner Contact registered in Our database for each domain name under an ICANN extension. The Registrar cannot in any way contravene these rules which are mandatory for all ICANN-accredited Registrars;
- in accordance with the rules and the accreditation agreement binding the Registrar to ICANN, Registrars must verify the reachability of any owner Contact of a domain name. Consequently, in order to comply with this rule, the Registrar will send to the email address of the owner Contact as indicated in its database an email with a link that must be validated in order to testify the validity of its email address (see section 3.4). The Registrar cannot in any way contravene these rules which are mandatory for all ICANN-accredited Registrars;
- in application of a ruling of the courts or a competent authority, it being specified that Gandi agrees, if the applicable laws or rules

permit, to give You a deadline of 24 hours to contact Your customer directly;

- to answer a question that Your customer has asked of Us on their own and which You may not have answered, it being specified that for any question relating to the use of a domain name registered through Your services, Gandi will first forward the customer to You;
- to make up for a lack on Your part, if You do not respond to Your customer, if You are not reachable within 48 business hours or if You illegitimately oppose to the exercising of Your customer's rights concerning their domain name (refer to Gandi's General Terms and Conditions of Domain Name Registration);
- if a customer contacts Gandi directly to subscribe to Our services, without solicitation from Gandi, its agents, or partners.

Gandi will not intervene in Your relationship with Your customers (Reseller), unless there is a serious dispute in which You prevent the owner of a domain name or names from exercising its, his or her rights, and which came to Our attention, and which would result in the breach of Our Contracts, notably the infringement of the rights granted to the owner of a domain name.

Additionally and in any case, You agree that, in particular in application of the rules of the Trustee Authorities and Registries, We, the Registrar, the Trustee Authorities, and/or the Registries may directly contact Your customers and/or act upon the domain names associated with Your Account. The circumstances of such interventions are outlined in Sections 8 hereafter, and in Gandi's General Terms and Conditions of Domain Name Registration. You agree and accept to hinder these interventions, to which You irrevocably give Your full consent and approval.

This being said, in application of the rules of the Trustee Authorities and Registries We cannot allow You or Your customers to enter into direct relation with the Registries or the Trustee Authorities, except when such contact is expressly required by these entities.

Gandi retains exclusive rights, at its sole discretion, to reject, cancel or terminate any domain name it deems offensive or in violation of any applicable laws, rules or regulations or its Ethical position.

1.8. Conditions of reselling Our services to Your customers

Gandi authorizes You to resell its Reseller service(s) under the following conditions:

- You do not simply resell them, but rather, that they constitute a sub-category of a larger range of services that You supply, and to which You bring Your own added value,
- customers of these services may also be companies, associations, or other registered organizations or public bodies (legal entities),
- You inform them that You are using the services of a Registrar, and You are not an accredited Registrar,
- You assure that Your customers abide by, and/or their customers abide by, Our contractual agreements (<https://www.gandi.net/contracts>), all current applicable rules of the Trustee Authorities and the Registries, all current applicable local laws, and the specific obligations as stated in the present Contract.
- This being said, third-party resellers are not Gandi's Customers,

and the contract(s) that bind them to You are non-invocable with Gandi, the Trustee Authorities, or to the Registries, with whom You alone are accountable.

Section 2 - Special conditions to the subscription to the Reseller/Large-portfolio Customer service

In order to benefit from Our Reseller/Large-portfolio services, You must:

- be a registered company (legal entity), and be able to supply documentation to justify this promptly upon demand,
- have a Reseller or Large-portfolio Customer profile as defined above,
- first open a specific Gandi Account (Reseller/Large-portfolio Customer account) as specified below.

The creation of Your Reseller or Large-portfolio Customer Account is free and is done directly online via Our website.

Within the framework of this service, and as an exception to Gandi's General Service Conditions and Gandi's Terms and Conditions of Domain Name Registration, this is a Gandi handle that has a specific status (Reseller, or Large-portfolio customer, depending on the corresponding profile), as well as a password, which will allow You to access the privileges and features of the Reseller/Large-portfolio Customer service (hereafter Your "Gandi Account" or "Reseller/Large-portfolio Customer Account").

When creating or converting a Gandi Account (*as defined in Gandi's General Service Conditions, in Section 4*) into a Reseller/Large-portfolio Customer Account, You will accept to be bound by the present Reseller/Large-portfolio Contract. Note that the conversion of Your Gandi Account to a Reseller/Large-portfolio Customer Account is irreversible.

If Your activity defines You both as a Reseller and a Large-portfolio Customer, You may open a single Account to manage both Your own domains and those of Your customers.

Note that if You prefer to separate Your Reseller activities and Your Large-portfolio Customer activities, You also have the possibility of opening several different Accounts. Nonetheless, note that the addition of Accounts will affect the bulk rate calculations, as they are based on the activity of a given Reseller or Large-portfolio Customer Account.

You acknowledge and accept that the opening and maintenance of Your Gandi Reseller or Large-portfolio Customer Account(s) depend on Your fully adhering to Our Contracts, and notably all of the obligations stated in Section 3, respect of which You specifically guarantee Gandi throughout the duration of the Contract.

Section 3 - Your specific obligations within the framework of the Reseller/Large-portfolio Customer service

You acknowledge and accept that the obligations listed in Our Contracts that are incumbent upon You, whatever the service subscribed to (and notably those listed in Section 3 of Gandi's General Service Conditions) are fully in force within the application of the present Contract.

Consequently, You commit Yourself to choose a service that corresponds to Your needs, to abide by and assure that Your customers abide by Our Contracts and all technical specifications and limitations of Our services, in order to assure within the framework and the extent of Your legal obligations that Our services are used in a legal and lawful manner, and to identify Yourself, and if necessary, Your Customer to Our services.

Additionally, in accepting the present Contract, and in using Our Reseller/Large-portfolio services, it is Your responsibility to constantly assure that the following specific obligations are met:

3.1. Using Our services as a Reseller

You accept to, within the framework and the extent of it is required by applicable law, rules, and regulation, and in particular by the rules of the Trustees Authorities, and/or the Registries to:

- register each of Your customers as the owner of the domain name registered on their behalf via Our services, and to assure adherence to the rights and obligations of Our contractual agreements Contracts pertaining to the registration of each and every domain name in Our database;
- adhere to and assure the adherence to the rights that Your customers have as domain name owners, in application of Our Contracts, under all circumstances, and even in the event that Your customer is default on a payment and has not paid You for the domain name registration services or other services that You provide to Your customer(s);
- be responsible for payment issues between You and Your customer(s), and You agree to not request Our intervention so as to put pressure on Your customer(s) via their domain name(s). You specifically accept and agree that We cannot give any preferential treatment to You in any dispute between You and Your customer(s);
- agree that if You deny Your customer(s) their legitimate rights pertaining to the management of their domain name(s), We will have grounds for offering to Your customer that We disassociate their domain name(s) from Your Account, allowing them to thus gain autonomous control over the management of their domain name(s) in order to exercise their rights as owner;
- inform Your customers, including resellers, that You are not directly the domain name registration service provider of the supplied domain names, and specifically that You are not an accredited Registrar but rather that You use the services of the Registrar. Additionally, You agree to not display or use any logo of the Trustee Authorities without the express previous agreement of the latter, which You must be able to demonstrate promptly upon request;
- assure, within the framework and the extent required by applicable law, rules, and regulation, and in particular by the rules of the Trustees Authorities and/or the Registries, that Your customers respect all applicable law;
- assure that You take care to provide the best reasonably available level of service, that is in line with professional ethics;
- maintain a relationship of confidence with Your customers, in such a way as to not harm the reputation of Gandi, the Trustee Authorities, or the Registries;
- provide customer support necessary for the use of the services, within a reasonable response time;
- fulfill Your duty to provide Your customers with information and to follow consumer protection laws;
- act on behalf of Your customers after first getting their permission to do so, in the combined framework of Our

Contracts and all applicable local laws;

- assure that You have correctly acquired the acceptance of all Our Contracts and rules enacted by the Trustee Authorities and Registries by Your customers, specifically all of the obligations that are incumbent upon them in their title as domain name owner or contact of a domain registered at Gandi, or beneficiary of one of Our services. You also declare that You can provide Us with the written or electronic proof of the acceptance of Our Contracts by each of Your customers immediately upon request, in accordance with all applicable local laws;
- take responsibility for all of the obligations and responsibilities that are within Our Contracts with regards to Your customers and/or third parties, and You guarantee Gandi of this;
- add to Your own contracts with Your customers, the clauses required by the Trustee Authorities and Registries and to indicate that Gandi is an accredited Registrar or provide all the means necessary to identify Gandi as such. In particular, in accordance with the rules and the accreditation agreement binding the Registrar to ICANN, add in Your own contracts all the clauses required by the ICANN accreditation agreement available at the following address: <http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.htm>, or by any ICANN policy notably available at the following address: <http://www.icann.org/en/resources/registrars/consensus-policies>;
- identify Gandi as an accredited Registrar to Your customers immediately upon their request;
- to not allow, within the framework and the extent of it is required by the applicable law, rules, and regulation, and in particular by the rules of the Trustees Authorities and/or the Registries, Our service to be used or participate in any illegal, fraudulent, or prejudicial activity of any kind, or in violation of Our Contracts, within the conditions contrary to the rules set forth by the Trustee Authorities and/or the Registries.

3.2 Specific clauses to certain Registries and Trustee Authorities applicable to Resellers

Specific clauses to ICANN extensions

In application of the rules enacted by ICANN:

- You agree to publish, on the website on which You provide Your services, the applicable fees for renewal, late renewal (if different), and restoration when appropriate, as well as the methods used to deliver the expiration notifications to Your customers, and to insert a link to these pages in Your contract with Your customers,
- You accept to insert on the website on which You provide Your services a link to:
 - the registrant educational materials page: <https://www.icann.org/en/resources/registrars/registrant-rights/educational>
 - the page identifying the registrants' benefits and responsibilities: <https://www.icann.org/en/resources/registrars/registrant-rights/benefits>.
- in the event that You provide a private domain registration or proxy service for ICANN extensions, You commit Yourself to comply with the ICANN « Specification on Privacy and Proxy Registration » available at the following address:

<http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.htm#privacy-proxy>, and to add in Your own contracts and on the website on which You provide these services all the clauses required by this specification,

- in the context of the generic extensions granted by ICANN and in accordance with ICANN rules, the Registries and Registrars have the obligation to implement a “Trademark Claim Notice” period during the periods before the general opening except Sunrise periods and during at least 90 days upon the general opening. During this period if the domain name for which You requested registration in the name and on behalf of one of Your customers indicated as the owner Contact, is identical to a trademark that is registered and validated with the trademark rights protection mechanism “[TMCH](#)” (Trademark Clearinghouse) established by ICANN, You will receive a warning notice “Trademark Claim Notice” in real time on Our interface informing that a third party has rights in the name You requested the registration to the name and on behalf of Your customer. You must, in the name and on behalf of Your customer, confirm or cancel Your registration request, with full knowledge of the notice and its consequences. It being specified that if You do not confirm the notice, Your request will not be sent to the Registry. For requests made in preregistration, beginning one day prior to the general opening, the Registrar Gandi SAS will notify You by email of the “Trademark Claim Notice” and Your registration request will be put in “error” until You confirm or cancel Your registration via Our interface. It being specified that, in accordance with ICANN rules, if You do not confirm the notice, Your registration request will not be sent to the Registry upon the general opening and the Registrar Gandi SAS and Us cannot, in any case, be held liable of the non-registration of Your domain name and particularly if the domain name is registered by a third party who has validated the “Trademark Claim Notice” upon the general opening. In any case, You commit Yourself to forwarding these notices to Your customers to allow them to have full knowledge of them.

Specific clauses to ccTLDs managed by VeriSign (.TV, .CC)

In application of the rules enacted by VeriSign: VeriSign, is and shall be, an intended third party beneficiary of this contract.

- You agree to use commercially reasonable efforts to promote, solicit and procure registrations from the Registry's services and to do this in a competent and professional manner that reflects favorably on VeriSign's reputation and services.

You acknowledge, accept and You shall require all Your customers to agree :

- that Verisign may perform, in its unlimited and sole discretion, scans or other views of websites available in an extension concerned for the purpose of detecting malware or as necessary to protect the integrity, security or stability of VeriSign system (“Malware Scans”),
- to ensure all communications with or to the VeriSign systems, the Registry, any other Registry operated under an agreement with ICANN, or any ICANN accredited Registrar and all softwares, systems or hardwares used, shall be free of malware. Failing this You and the domain name owner will employ all necessary measures to eradicate the malware and reduce its effects at Your and the domain name owner sole cost

expense,

- to grant Verisign all necessary licenses and consents and, if necessary, obtain such licenses and consents from all holders of rights in all websites concerned to permit Verisign or its agents: to perform, in Verisign's unlimited and sole discretion, Malware Scans, to collect, store, and process data gathered as a result of such Malware Scans, to disclose the results of such Malware Scan to the Registrar and/or the Reseller, and to use the results of such Malware Scan in connection with protecting the integrity, security or stability of VeriSign system,
- that the results of any Malware Scan identifying malware or potential malware shall not be deemed to be confidential or proprietary information of the Registrar, the Reseller, the owner of the domain name or any other rights holder concerned,
- that VeriSign does not warranty that such Malware Scan will detect any and all Malware or that Verisign is responsible for notifying the Registrar, the Reseller, the domain name owner or any other person or entity of any malware or cleaning any malware from any domain name owner systems,
- to indemnify, defend and hold harmless Verisign and its affiliates, suppliers, vendors, subcontractors and the Registry, and their respective employees, directors, officers, representatives, agents and assigns from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, any Malware Scan, the failure to conduct a Malware Scan, the failure to detect any malware, or the use of any data from Malware Scans, and not include any settlement or compromise of any such indemnifiable claim without the concerned parties prior written consent.

3.3. When You use Our services as a Large-portfolio Customer

You accept to abide by all of the obligations that pertain to all Gandi customers in compliance with Our Contracts including in the event You have granted a license of use a third party for one or more domain names.

3.4. You agree, for each of the domain names registered via Our services:

- to prepay for services purchased, according to the special means and rates applicable at the time You place Your order via Our Interface, to supply complete, accurate and reliable personal contact information, and to keep them up-to-date both for You and for Your customers and their Contacts, in order to maintain the information in the public Whois database accurate, complete, and up-to-date, in accordance with the rules set forth by the Trustee Authorities and the Registries. You must also inform Your customers about the publication of their personal information in this Whois database, and abide by the specific applicable laws established for the protection of personal data, and guarantee Gandi of this, in such a way that We are never bothered or legally obligated as a result of Your actions or inactions to any of Your customers or other third parties, to any Trustee, Authority or Registry or to any government or regulatory authority by Your activity.
- that, in accordance with the rules and the accreditation agreement binding the Registrar to ICANN, in the framework of its obligation to verify the reachability of any owner Contact of a domain name, the Registrar will send to the email address of the owner Contact as indicated in its database an email with a

link that must be validated in order to justify the validity of its email address. The email sent by the Registrar must be validated within 15 days, or the domain name(s) of the owner Contact registered under an ICANN extension will be suspended until the validation of its email address. This verification is made once by email address, following the registration of a domain name, a transfer in or an owner change as well as following a modification of the email address associated to the owner Contact, if the email address has not been previously verified under this procedure. The verification of the email address associated to Our Reseller Account or Large-portfolio Account is also required and is made in accordance with the procedure detailed above, in application of rules enacted by the Trustee Authorities and/or Registries, that We may be led to act on the domain name that You manage, in the cases set forth in the Terms and Conditions of Domain Name Registration at Gandi, and You commit Yourself to informing Your customers of this and to not hinder Our actions in any way or means,

- to not hinder any actions that We may ask of You or take directly with regards to Your domain name(s) that You manage, in application of Our Contracts and notably the Terms and Conditions of Domain Name Registration at Gandi and/or due of their violation,
- to specifically insure Your activity in such a way as to effectively cover all the damages that may arise due to Your activity, in such a way as to efficiently guarantee Gandi of Your obligations, and You commit Yourself to act in such a way that Gandi is never legally obligated as a result of Your actions or inactions to any of Your customers or other third parties, to any Registrar, Trustee, Authority or Registry or to any government or regulatory authority by Your activity and/or Your usage of Gandi's services, and acknowledge that in the event of a dispute pertaining to the modification made or requested concerning the registration of one or several domain names or their Domain Name Servers (DNS) via Your Gandi Reseller/Large-portfolio Customer Account, You will be solely and fully responsible and must guarantee Gandi against any prejudicial consequence that might arise, in such a way that Gandi are never bothered by it.

3.5. Responsibility and obligation of guarantee

You are fully and wholly responsible for the use made of Our services through Your service, and any other use of Your Reseller/Large-Portfolio Account(s). Any responsibility of Gandi, the Trustee Authorities and/or the Registries is excluded with regards to this.

You agree to facilitate the rapid resolution of any new problem that may arise in relation with the use of Our services by Your service.

In any case, You commit Yourself to indemnify, guarantee, defend, and hold harmless Gandi, the Registries, and the Trustee Authorities and their directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and actions of third parties in relation to the registration or use of the domain names that You manage. You will be responsible for covering all damages, costs, and expenses resulting from these actions or accusations, including reasonable legal fees of legal advisors and lawyers.

More specifically, You agree to indemnity, guarantee, and hold Us and any legal entities pertaining to the Group Gandi, and its

affiliates, of which You use a services in all or in part, harmless from any cost, damage, liability, prejudice and/or condemnation that might occur, directly or indirectly, due to Your activities and/or Your use of Gandi's services, and/or the use of Gandi's services by Your customers and/or any third party via Your service.

The obligations outlined in this Section 3.5 shall continue after the termination of the present Contract, for any reason, and specifically pertain to the contracts between Us and the Trustee Authorities and Registries.

Section 4 - Prices - Means of payment

You are subscribing to the present service in conformity with the contractual process described in Gandi's General Service Conditions.

In the framework of the Reseller/Large-portfolio Customer service, and as indicated in Section 3 below, it is Your obligation to prepay for all services ordered, including for those on behalf of Your customers. It is then Your obligation to be sure that You are paid, as Your obligation to pay is, except exceptions in the present Contract, irrevocable, given the domain name attribution system.

Upon the opening of Your Gandi Reseller or Large-Portfolio Customer account, You benefit from current applicable bulk rates, as displayed on Our website as those rates may change from time-to-time.

Applicable rates are those that are displayed at the time of Your order. You are free, as a Reseller, to set the prices for Your customers, as they are services provided within the framework of the Reseller service.

On the other hand, We must assure the reception of payment for the amounts corresponding to the requested registrations before implementing them; this is a direct result of Our obligations with regards to the Trustee Authorities, and Registries.

Consequently, when payment is made to Gandi by way of the Gandi Prepaid Account, it must be sufficiently credited at the time of each order made via Our system, whether for You or on behalf of Your customers, in order to allow them to be paid in time.

In accordance with Our Contracts We will complete Your order(s) immediately upon reception of full payment, or within the following seven (7) business days.

On the other hand, if We do not receive full payment (payment received and validated) within the necessary deadlines, in conformity with Our Contracts, Your orders shall not be completed, and You will need to proceed with a new order in order to benefit from the desired services (*subject to the continued availability of the domain name for registration, notably in cases when this involves the registration of a domain name*).

With the exception of cases approved by Our customer service department, You acknowledge to have been informed of and accept that We cannot refund You for services that We have already provided and for which You have prepaid for Your customers, even if Your customers have not paid You.

We therefore strongly recommend that You assure that You are

paid for Your services by Your customers before placing any registration or order of any type via Our order interface, in order to avoid any dispute concerning payment, for which You specifically agree that We cannot intervene.

On the other hand, We shall refund You for each operation that could not be completed, under the condition that this operation may still be canceled and refunded by the Registry, in conformity with the Terms and Conditions of Domain Name Registration at Gandi.

Section 5 - Duration of the Contract

The present Contract takes effect upon the opening of Your Gandi Account (Reseller or Large-portfolio customer) via Our web interface, and continues until terminated.

Section 6 - Using the service

For the entire the duration of the Contract, You can manage Your Account (Reseller or Large-portfolio customer) via Our website and specific applications, made available by logging in with Your Gandi handle and password, as with any other service subscribed to at Gandi.

In accordance with Gandi's General Service Conditions, a Gandi handle is automatically allocated to each of Your customers. However, they cannot log into to Our Interface with these handles on their own as long as their Gandi Account is attached to Your Reseller Account.

Gandi provides You with an additional interface on its website, "Gandi XML API", a management and order interface via XML RPC. You agree to abide by the specific terms of use of this additional interface, such as figure on Our website, as well as all the special conditions, characteristics, and technical limitations that are applicable to Our services.

Section 7 - Intellectual property rights

As an exception to Our Contracts, within the framework of utilization of this service exclusively, and conditioned upon the full adherence to Our Contracts, We authorize You to use the trademark "Gandi" and logo, for the limited purpose of enabling You to communicate Our services.

This authorization may be revoked at any moment and at Our discretion and cannot be in any way interpreted as transfer of rights, nor of an accreditation.

As indicated above, You are at no time allowed to give the impression that You are an accredited Registrar, nor to convey the idea that You have special rights, an agreement, or any other accreditation or label, nor use the trademarks or logos of the Trustee Authorities or the Registries, unless You have obtained their written approval to do so, and can immediately produce a copy of said approval immediately upon request (note a written authorization is required).

In addition, the availability of tools specific to Reseller services, or tools necessary to the use of Our services, in no way implies the granting of any ownership rights to the services.

Likewise, the granting of a license from Gandi or its partners to You for using these tools, is limited to allowing You to use these tools within the strict framework of Our services during the full duration of the present Contract.

In accordance with Our Contracts, You agree to not reproduce or modify the software, applications, tools and interfaces provided by Gandi, as well as any or all associated graphics (for example. Gandi's graphic design and logos), which constitute works protected under intellectual property right laws, and which shall not be transferred to You, with the exception of elements clearly identified as licensed under GPL (General Public License).

You agree to strictly abide by the rules governing the license of use pertaining to the various tools that You use as a part of Our Reseller services.

You may, on the other hand, and under the respect of the present Section, offer Your own interface to Your customers.

The rights granted in this section will automatically cease following the termination of the present Contract.

Section 8 - Actions by GANDI, the Trustee Authorities and domain name Registries

You expressly accept that We, the Trustee Authorities, and/or the Registries, may act upon domain names registered and managed via Your Gandi Account (Reseller or Large-portfolio customer), in accordance with Our General Terms and Conditions for Domain Name Registration and in accordance with the rules and regulations as set forth by the Trustee Authorities and Registries in charge of each extension.

Our role consists of sending Your requests to these entities. We cannot honor Your requests if the associated domain name that has been suspended, blocked, or deleted by the Trustee Authority or Registry, or if You do not respect the conditions set forth by these organizations before committing Yourself with regards to Your own customers.

Section 9 - Specific rules concerning domain name disputes

The Trustee Authorities and/or the Registries have special rules and procedures for each extension concerning the resolution of disputes pertaining to the choice, registration, and/or use of domain names in the extensions for which they are responsible.

These rules and procedures are outlined in Our General Terms and Conditions for Domain Name Registration and in the Special Terms and Conditions of the concerned TLD, as incorporated in Our contractual agreements.

You affirm that You have read, understood, and have informed Your customers of these policies and rules, and that You have obtained Your customers' express approval to agree to their application.

Consequently, in addition to the judicial court system, You and Your customers expressly agree to abide by any alternative applicable procedure for dispute resolution that may be introduced regarding domain names registered via Your Account with Us.

Section 10 - Contract termination

10.1. Your right of early cancellation

You may end the present Contract at any time, upon simple demand under the condition that it is accepted by Gandi (email exchanges made beforehand with Our customer service team at the email address associated with Your Gandi Reseller or Large-portfolio customer account), or by registered mail with acknowledgement of receipt to the address of Our headquarters, and with at least a one (1)-month notice. The end of the Contract will be then governed in accordance with the section 10.3 hereafter.

10.2. In the event of cancellation by Gandi

10.2.1. In case of a contractual breach, with notice

Any breach of Your contractual obligations that has not been rectified within fifteen (15) calendar days beginning from the date of Our notification requesting rectification, will be grounds for the suspension, or cancellation by Gandi of the present Contract, Your Gandi Reseller and/or Large-portfolio Customer Account and any services that may be associated with these Accounts without any formality, and without Your being entitled to any damages or refund, whatever contractual period is underway when this termination occurs. The end of the Contract will be then governed in accordance with the section 10.3 hereafter.

You acknowledge and accept that Gandi cannot be held accountable for any punitive action taken from any or all of Your customers due to the termination of the Contract, and You guarantee Gandi of this. In addition You risk exposing Yourself to the payment of penalties and interest in the case of prejudices, and the application of penalties, if applicable, according to all applicable current laws, for the benefit of any legal entity pertaining to Gandi's Group or its affiliates, for the concerned service.

10.2.2. In the case of a material breach, without warning

You acknowledge and accept that, in the framework of the Reseller service, that the following are considered as material breaches of Your contractual obligations:

- any material breach as defined in Our Contracts, and notably any use of Our services, directly or indirectly in violation of Your obligations in application of Gandi's General Service Conditions (Section 3), the Terms and Conditions of Domain Name Registration at Gandi (Section 3), and the special conditions pertaining to the extensions concerned, and which have been defined as a material breach;
- deliberately providing false, incomplete, inaccurate, or outdated contact information, for Your Gandi Account (Reseller and/or Large-portfolio customer), allowing Your customers, via Your service, to violate any of the obligations of Our Contracts, rules of the Trustee Authorities and/or Registries, and/or all applicable Laws generating, by negligence or interference, numerous complaints from Your customers;
- any use of a domain name by Your customer(s) via Your service, which in Our sole discretion, is deemed to be illegal or potentially offensive, or violates the terms of Gandi's Ethical position or other terms of Our Contracts; or

- any breach of Your obligations in Your role as a Reseller as established by the Trustee Authorities (for example, in the Registrar accreditation agreement, in that which concerns ICANN extensions), and/or the Registries.

In conformity with Our Contracts:

- any material breach of Your obligations is grounds for the termination of the present Contract, the suspension or deletion of the Reseller service and/or Your Reseller account, without any formality or notice. The end of the Contract will be then governed in accordance with the section 10.3 hereafter;
- Gandi can therefore not be held responsible for any direct or indirect consequences tied to the suspension, the deactivation, or deletion of the Reseller and/or Your Large-portfolio customer account;
- You cannot claim any indemnity or refund from Gandi due to this fact, and You expose Yourself to penalties in application of current applicable laws and Our Contracts;
- You shall assure that Your customers do not engage in these practices, which constitute a material breach of Our contractual agreement, justifying the suspension without notice, or the deletion without notice of the concerned domain name(s). The suspension may be maintained until the Expiration of the domain name, in order to prevent these deviant practices, without prejudice to the application of penalties as set forth by applicable laws and the indemnification of prejudice caused by these violations.

In addition, You agree to not oppose any action that We may ask of You, or that We may directly take Ourselves, on a domain name that You manage, in order to put an end to a material breach of the Contract, and specifically if it has been observed that the activity associated with the above-mentioned domain name is prejudicial, in conformity with Our Contracts.

In subscribing to Our Reseller service, and in accepting the present Contract You agree to participate, within the framework and the extent of it is required by the applicable law, rules, and regulation, and in particular by the rules of the Trustee Authorities and/or the Registries, in the fight against these deviant Internet practices and to assure, by all means possible, that Your customers do not engage in such practices, and that if necessary You will quickly act to put an end to them.

10.2.3. If Gandi must act

You accept that, in accordance with current applicable rules and regulations and the mandatory rules enacted by the Trustee Authorities and Registries, We and/or the Registrar may be forced to terminate the present Contract, proceed with the suspension or immediate deletion without notice of Your Gandi Reseller Account and, consequently, all or any part of the services that are associated with it:

- to meet a legal or regulatory obligation, or in application of the rules that the Registrar must follow as a technical intermediary, notably as a Registrar, or
- when ordered by a competent authority (and notably in application of a court or extra-judicial order),
- for some optional accessory services, if We get a notification in due form according to US applicable laws,
- to fix a technical problem or in the framework of any action

designed to allow maintaining or repairing the stability of the system.

You acknowledge and accept that within the framework of the present Section 10, You cannot claim any indemnity or refund, no matter the contractual period underway in which the termination by Gandi shall occur.

10.2.4. In the event of inactivity of Your Gandi Account

During the term of the Contract in the event of a prolonged inactivity of Your Reseller Account, and if Your Gandi Account (Reseller as well as Large-portfolio Customer Account) is no longer associated with any domain name, We may ask You Your intentions concerning the continuation of the Contract. If You do not reply to this request, We reserve the right of closing Your Account with a one (1)-month's notice, and We will Refund You any credit that remains on Your Account, under the condition that You may still be reached so that You can provide Us with Your street address and/or current bank account information that will allow Us to provide You with a refund.

10.3. Consequences of the end of the Contract for Reseller

At the end of the Contract, Gandi agrees not to canvass the customers of its Resellers, in any way whatsoever, and for a period of 1 year, directly or through any agent or partner, to offer its own services, unless the customer becomes a Gandi direct customer at his own request and initiative or because the Reseller has himself ended his relationship with this customer. This present clause does not prevent Gandi, if required and pursuant to its obligations towards the Trustee Authorities and/or the Registries, to contact these clients about administrative or technical issues concerning them.

In case of suspension or termination due to a breach of the present Contract, Gandi will recover the management of the domain names associated to Your Reseller Account and will grant to Your customers full autonomy to choose another domain name provider which they deem suitable, within the bounds of the Gandi's Terms and Conditions of Domain Name Registration and the transfer rules between Registrars

In the event of a cessation of Your activity, You agree to look for a new provider for any domain names that may be associated to Your Gandi Reseller Account, and to inform Your customers of this. We may also help You find this new provider or offer to take up the management of the domain names for Your customers.

If You choose Gandi as the new provider, You hereby grant Us the authorization to contact Your customers directly as the owner and/or contacts of the domain names, in such a way as to allow Us to manage the domain names in Your place. Gandi will allow Your customers full liberty to choose another domain name provider as they wish, within the bounds of the Terms and Conditions of Domain Name Registration at Gandi and the transfer rules between Registrars.

In any case, it is Your obligation to first assure the authorization of Your customers with regards to the transfer of the management of their domain names in the event of a cessation of Your activity or the closing of Your Gandi Reseller Account, for any reason whatsoever.

Section 11 - Exclusions and limits of the liability of Gandi and the Trustee Authorities

In addition to the exclusions and limitations of liability as set forth in Our Contracts, You acknowledge and accept that neither Gandi, the Registrar, the Trustee Authorities, nor the Registries can be held liable for the consequences of the cancellation, suspension, transfer or refusal to grant a domain name, resulting from the adherence to rules set forth by the Trustee Authorities and the Registries, or for the execution of a legal, arbitral ruling or an administrative commission's decision.

We must take such actions on the domain name, in accordance with Our own contracts with these organizations, the Registrar, Trustee Authorities, or the Registries, and as outlined in Our contractual agreements, and You expressly accept this.

By express agreement between the parties, Gandi cannot be held liable for direct or indirect losses, particularly 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.

Section 12 - Personal information - Whois directory

You affirm that You shall abide by and assure the adherence to Our contractual agreements concerning the processing of personal information, the purpose of such processing and to whom the data is provided.

Gandi agrees to use the information relating to Your customers only to the extent that it is strictly necessary for the exercise of Our domain name registration services.

You shall assure that Your customers can exercise their right to access and modify their information, in accordance with applicable current laws, and to explain to them the consequences of exercising their right of opposition, given the publicly-available Whois database, as mentioned in Our Contracts.

You agree to provide complete, accurate, and reliable information for Yourself, Your Gandi Account(s) (Reseller or Large-portfolio Customer), domain names, Your customers, the owner(s) and the Contacts of domain names that You register and manage via Your Account(s) (Reseller or Large-portfolio Customer Account) on Our website.

This information is provided, by either You or Your customers, and is under Your full responsibility. You may modify them Yourself via Our website so that they remain exact, accurate, and up-to-date.

You commit Yourself to regularly correcting and updating personal information associated with all domain names registered through Your Gandi Account (Reseller or Large-portfolio Customer), during the entire period of validity of the domain names. In application of the regulation of the Trustee Authorities and Registries, failing to abide by this obligation is grounds for the termination of the present Contract and deletion of all domain names concerned, and will make You liable for damages in accordance with Our Contracts.

You commit Yourself to providing Us with all the information pertaining to the registration of domain names, for Your customers the domain name owners, as well as for the Contacts, so that the Whois database may be kept up-to-date, to assure the overall proper functioning of the global domain name administrative database, and to assure the proper functioning of the domain name system.

In addition, You agree to publish the information of Your customers according to the privacy policies defined by the Trustee Authorities and the Registries if You provide a Whois service, and to take all reasonable steps to protect information stored in Your systems.

At the end of this agreement, whatever the cause, Gandi will delete all information relating to Your customers, except for information that applicable laws and the Registrar status of the Registrar require remain stored.

Section 13 - Modification of the Contract and prices

Our Contracts and Our prices are subject to change, preceded by a notice to this effect at least one month prior to the change, notably to take into account changes in legislation, legal interpretation, technology as well as changes in the rules as made by the Trustee Authorities or Registries.

Notably, when We are forced to pass on to You the obligations imposed on Us by the Trustee Authorities and/or the Registries as part of Our own accreditation contract, Our Contracts and specifically the present Contract are susceptible of being modified to take into account these changes, of which We have no control over, and are imposed on Us as well as You. These modifications will come into effect in accordance with Gandi's General Service Conditions.

Section 14 - Miscellaneous clauses

The preamble is an integral part of the present Contract.

Our tolerance, if any, of a breach of Contract on Your part can not be considered as a waiver of Our right to invoke such breach. In the event of any clause of the Contract being declared void, other stipulations shall remain in force to their full extent.

Section 15 - Applicable law - Jurisdiction

The present Contract is subject to the laws of the State of California, United States of America, excluding its conflicts of laws rules.

Except where arbitration or some other dispute resolution mechanism is expressly provided for herein, and except as provided in the immediately following sentence, 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 Contract, and waive all objections to jurisdiction and venue of such courts.

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.

Section 16 - Severability

If any provision of this Contract is determined by any Court or other authority to be unenforceable, the parties agree that they intend that the remainder of this Contract be enforced as if the unenforceable provisions be enforced to the extent that they are enforceable.

Section 17 – Entire Agreement

This Contract along with the documents described herein contains the entire agreement between the parties and the matters set forth herein, and shall be binding upon and inure to the benefit of the legal representatives, heirs, successors and assigns of each party.

Section 18 – Cumulative Rights – Construction

The rights and remedies of the parties under this Contract are cumulative, and either party may enforce any of its rights or remedies under this Contract or other rights and remedies available to it at law or in equity. The section headings of this Contract are for convenience only and have no interpretive value. Each party has sought the advice of legal counsel and has participated to a significant degree in the drafting and preparation of this Contract. Accordingly, no provision of this Contract will be construed against any part on the basis of that party being the drafter. Wherever used in this Contract, the singular will include the plural, and the plural will include the singular; the use of any gender, tense or conjugation will include all genders, tenses and conjugations; and the work "including" will mean "including, without limitation."

Section 19 – Counterparts

This Contract may be executed by facsimile and in identical counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile, scanned, or photocopied signature (and any signature duplicated in another similar manner) identical to the original will be considered an original signature.

EXECUTED AND EFFECTIVE AS OF THE DATE FIRST WRITTEN ABOVE.

-- end of the Reseller/Large-portfolio Customer Account Contract --

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