

## RIGHTS DELEGATION CONTRACT

Version 1.1 dated June 8th, 2015

You acknowledge that the subscription and utilization of Our Rights Delegation feature, applying to the full and unconditional acceptance of, and adherence to Gandi's General Service Conditions, the conditions and technical limitations of Our services, as described on Our website <http://www.gandi.net>, the present Rights Delegation Contract and if applicable, the Reseller/Large-portfolio Customer Account Contract (hereafter referred to as « Our Contracts » or the « Gandi Rights Delegation Contract » or « Contract »).

Our Contracts can be viewed at any time on Our website, and they will also have to be agreed to for every subscription to a service, in accordance with the contractual process outlined in Gandi's General Service Conditions. You acknowledge to have read them and agree to fully and unconditionally abide by them.

Terms used in the present Rights Delegation Contract that begin with an uppercase letter are defined in Gandi's General Service Conditions and if applicable, in the Reseller/Large-portfolio Customer Account Contract, unless defined in the present Rights Delegation Contract.

### **Section 1. Feature description**

This present Contract sets the conditions with which Gandi provides You a technical solution that will allow You to independently be allocated or allocate the administrative rights associated to a Reseller/Large-portfolio Customer Account or to a legal entity Account as well as to the totality of the Gandi services present in the Gandi Account with the exception of Access Codes.

### **Section 2. Functioning of the Rights Delegation feature**

Our website provides a description of the Rights Delegation feature which can be activated free-of-charge, and of the activation and de-activation process allowing You at the same time to read and agree to the general terms and conditions and technical specifications before You proceed to the service subscription.

To Your Secure interface, to which You connect using Your personal Access Codes, has been added a dedicated section to allow You management and control of the Rights Delegation administration in an autonomous manner.

The dedicated Rights Delegation page section will include options to grant but also terminate at any time a Rights Delegation on Your Reseller/Large Portfolio Customer Account or Your legal entity Account.

According to Our Contracts and particularly to Gandi's General Service Conditions, that You must abide to, we remind You that You are entirely responsible for Your personal Access Codes and that these must not be communicated to third parties.

#### **2.1. Special Conditions applying to the Rights Delegation granted by Reseller/Large-portfolio Customer Account or a legal entity Account**

To delegate administrative rights on Your Gandi Account, You must create a specific Gandi Account: a legal entity Account or a Reseller/Large-portfolio Customer Account (as defined in the Reseller/Large-portfolio Customer Account Contract which is publicly available on Our website <https://www.gandi.net/contrats>). Creating a Reseller/Large-portfolio Customer Account or a legal entity Account is free-of-charge and can be done directly online via Our website <https://www.gandi.net/contact/create>.

You can delegate administrative rights to any Gandi Handle you prefer via Your secure administration and management Interface once You have logged into Your Gandi Account using Your Access Codes.

It will be necessary to agree to the present Rights Delegation Contract every time You delegate rights.

#### **2.2. Delegate administrative rights of Your Reseller/Large-portfolio Customer Account or Your legal entity Account**

If You would like to delegate the administration of Your Reseller/Large-portfolio Customer Account or Your legal entity Account to one or multiple Gandi third parties accounts also called « Delegation Beneficiary(ies) » (up to 5 « Delegation beneficiaries » are allowed) You need to grant those rights via Your secure administration and management Interface. To do this, You will be asked to add the « Delegation Beneficiary » on Your dedicated Rights Delegation interface. This will trigger generation of an activation code, which You need to forward to the owner of the « Delegation Beneficiary ».

**Once the « Delegation Beneficiary » will have entered the activation code in his/her own Gandi Account, the later will have full access to Your Reseller/Large-portfolio Customer Account or Your legal entity Account also called « Delegating Party » and will be able to launch orders and transactions on behalf of Your Reseller/Large-portfolio Customer Account or Your legal entity Account.**

**You expressly acknowledge that any operation launched via the « Delegating Party » and/or from the Gandi Account of one of Your « Delegation Beneficiaries » will be recognized as processed with Your agreement and under Your entire responsibility.**

The « Delegation Beneficiary » will therefore be able to control and intervene on the totality of the Gandi services associated to Your Reseller/Large-portfolio Customer Account and subscribe to new Gandi services in Your name, on Your behalf and under Your entire responsibility.

**There is no need for the « Delegating Party » to communicate his/her personal Access Codes to the « Delegation Beneficiary(ies) » to make use of the Rights Delegation feature.**

The « Delegation Beneficiary » - which can't be granted restricted access only - will benefit of full access to Your secure administration and management Interface with the exception of Your personal Access Codes.

The delegation as well as the termination take place without Gandi's intervention and directly via Your secure administration and management Interface using Your personal Access Codes.

Your responsibility is also to remind all Your « Delegation Beneficiaries », to which You will have granted rights to Your Reseller/Large-portfolio Customer Account or Your legal entity Account, that the password of his/her Gandi Account is strictly confidential and under the responsibility of its owner who must take all necessary precautions to protect its confidentiality and integrity, such as to prevent fraud or robbery. It is also Your responsibility to take any necessary measure such as Rights Delegation termination towards « Delegations Beneficiaries » who have lost or been the victim of password robbery of their Gandi Account.

**Failing undertaking this responsibility, and until Rights Delegation termination is applied via Your Gandi Account to the impacted « Delegation Beneficiary », every single connection or operation performed from the Gandi Account of one of Your « Delegation Beneficiaries » will further be recognized as processed with Your agreement, on Your Behalf and under Your entire responsibility.**

At all time, You guarantee that Your « Delegation Beneficiary(ies) » respect Our Contracts and applicable rules. You will be held responsible for any violation made by any of Your « Delegation Beneficiaries » acting in that capacity in Your name, Your behalf and under Your full responsibility.

### **2.3. Special conditions applying to the rights recovery of the « Delegation Beneficiary »**

To receive administration rights on a Reseller/Large-portfolio Customer Account or on a legal entity Account You must own/create a Gandi Handle. The Gandi Handle creation process is free of charge and can be performed directly via Our website <https://www.gandi.net/contact/create>.

While accepting a Right Delegation on a Reseller/Large-portfolio Customer Account or on a legal entity Account, You commit and agree without conditions with Gandi's Rights Delegation Contract and Gandi's General Service Conditions.

### **2.4. Receive administration rights on a Reseller/Large-portfolio Customer Account or on a legal entity Account**

If You want to manage and administer a Reseller/Large-portfolio Customer Account or a legal entity Account and its associated services from Your own Gandi Handle, the owner of the Reseller/Large-portfolio Customer Account or the owner of the legal entity Account will need to forward You a unique activation code that is intended to be entered on and via Your Secure interface.

### **You do not need to share Your personal Access Codes with the « Delegating Party » to be authorized for « Rights Delegation ».**

As « Delegation Beneficiary » You will be able to connect to the Secure interface of Your Reseller/Large-portfolio Customer Account or Your legal entity Account and administrate the existing associated services as well as subscribe to new Gandi services in his/her name, on his/her behalf and under his/her entire responsibility.

**At all time, You ensure to respect Our Contracts and applicable rules to which You subscribed via Your Gandi Account also called « Delegation Beneficiary ». You will be held co-responsible with the Reseller/Large-portfolio Customer Account holder or the legal entity Account holder for any violation or failed responsibility or violations of Our terms, contracts, regulatory rules, standards and other applicable texts for the use of any services You subscribed to or operation launched while identified with Your « Delegation Beneficiary » account.**

You must take all necessary precautions to protect the confidentiality and integrity of Your password and prevent its disclosure, loss or theft.

You agree to immediately notify the holder of the Reseller Account/Large-portfolio Customer Account or the holder of the legal entity Account which granted You administration rights to his/her Gandi Account, of any loss, theft or disclosure of Your Access Codes to a third party so that he/she can terminate Your administration rights.

**Failing undertaking this responsibility, and until Rights Delegation termination is performed by the Reseller/Large-portfolio Customer Account, any connection or operation started with Your Access Codes will be recognized as performed under Your entire responsibility and agreement.**

### **2.5. Particularities of the « Delegation Beneficiary »**

The « Delegation Beneficiary » account, which was granted Rights Delegation on a Reseller/Large-portfolio Customer Account or on a legal entity Account has consequently access to the entire Secure interface of the « Delegation Party », with the exception of :

- the dedicated interface called « Rights Delegation » ;
- the dedicated interface called « Security » ;
- the dedicated interface called « API management ».

The interface section called « Update account information » of the « Delegating Party » can be consulted by the « Delegation Beneficiary » though the later has read-only access. Modifications can be performed only while logged in the « Delegating Party » account.

**The « Delegation Beneficiary » using his/her personal Access Codes, can administrate directly via his/her Gandi Account the prepaid account associated to the « Delegating Party) (i.o.w. credit the account and make payments).**

Any payment launched from the « Delegation Beneficiary » account while connected on the Secured interface of the

« Delegating Party », will be invoiced to the « Delegating Party ». Otherwise, if not connected to the Secured interface of the « Delegating Party », the rule as defined in section 6.3 of Our Gandhi's General Service Conditions apply.

### **Section 3. Commitments of the « Delegating Party » and the « Delegation beneficiary »**

You acknowledge and warrant that any use of Our Rights Delegation feature associated to Your Gandhi Handle will be always done in respect of all Our Contracts, and in particular the obligations listed in Section 3 of Gandhi's General Service Conditions which are available at any time on Our website at <https://www.gandi.net/contrats>.

#### **3.1. Rights Delegation feature meets Your needs**

You acknowledge that, before making any subscription decision, You had access to the details of the technical characteristics of Our Rights Delegation feature, and to the information provided online on Our website, as well as on Our forums and through Our customer care department (support). Consequently, You acknowledge that You have verified, prior to the subscription to Our Rights Delegation feature, the suitability of the service to Your needs, and that You have obtained all the necessary technical information and advice from appropriate third parties for this purpose.

Gandi will not be held responsible for the unsuitability of the Rights Delegation feature provided in view of the particular objectives You may have set or pursued in the use of the services of Gandhi, or for Your needs, which are excluded from the contractual framework, unless You have a specific, express and prior agreement with Gandhi.

#### **3.2. Liabilities of the « Delegating Party » and the « Delegation beneficiary »**

The choice and use of the Rights Delegation feature associated with Your Gandhi Account is placed under Your full responsibility, whether or not the services are used directly by Yourself or by another member of Your staff, or by any other person to whom You may have resold Gandhi services to, or granted a license to use, or granted any function or right to access, update, or use, whether professional or not.

You acknowledge and guarantee that You, and if the case may be, any person to whom You may have provided any rights whatsoever, whether professional or not, are fully liable for:

- any violation of Gandhi Contracts for any service associated to Your Gandhi Handle;
- any consequence, problem, or dispute tied to the direct or indirect use of Gandhi services that is not in conformity with Gandhi Contracts including by any person to whom You granted any rights whatsoever, professionally or not; and
- any consequence, problem, or dispute pertaining to the

choice or use (direct or indirect) of Gandhi services that are in violation of a legal obligation with regards to a third party or to Gandhi, and to any person to whom You granted any rights whatsoever, professionally or not.

You agree to promptly put an end to any illicit or prejudicial situation and to facilitate the rapid resolution of any problem or dispute that is connected to any service that is associated to Your Gandhi Handle.

You specifically commit to take all necessary actions to assure that Gandhi remains uninvolved in any litigation concerning the choice or utilization of Gandhi services and/or any content whatsoever, in Gandhi's role as technical intermediary to the Internet, and is held harmless if it must be involved in Your place within the framework of any dispute pertaining to any Content or use of a service associated with Your Gandhi Account.

You specifically guarantee and hold harmless Gandhi, so that Gandhi is never bothered in any way, 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, and from the choice or use of any of Gandhi services, which are under Your full responsibility, including after the end of the Contract that is applicable to the service in question, in conformity with Gandhi's Contracts.

### **Section 4. Personal information**

We reserve the right of proceeding with verifications of Your contact information, and You commit to provide, at any time and within the deadlines provided, whether for completing an order and/or during the term of the Contract, any proof of ID and/or street address (driver's license, passport, certificate of incorporation, etc.) or of Your capacity to engage in, use, or pay for Our services.

You acknowledge and accept that, since the use of Our services is done remotely via Our Secure interface, both in Our relations, and in the event of a dispute concerning the conclusion or the execution of the Contract and the use of Our services and Your Gandhi Account, that the connection logs established by Our systems are considered as authentic and notably the Access Codes associated with each Gandhi Account and IP address, in the conditions set forth by applicable laws. This data is stored in an internal database.

Consequently, they are to be considered as proof for:

- any subscription, cancellation, or renewal of any service,
- activation or deactivation of any option,
- any use of Your Access Codes and Your Gandhi Account,
- any intervention on Your Gandhi Account and on any or all of the associated services or options,
- the good execution of Our Contracts.

Gandi may need to communicate this information, in order to meet a legal or regulatory obligation, or in the framework of any procedure or to satisfy the demand of any competent authority (notably a judicial authority,

Trustee Authorities, Registries in charge of the various extensions).

The data specifically collected and how they are processed and stored, as well as, if applicable, the ways You can exercise Your right to access, rectify, and oppose the personal data related to You and the consequences of the exercise of Your opposition right are those described in the Gandi's General Service Conditions and Gandi's Privacy Policy.

### **5.1. Duration of the Rights Delegation Contract**

**For the « Delegating Party » :** the Rights Delegation Contract takes effect as soon as the Rights Delegation feature is activated by the Reseller/Large-portfolio Customer Account or the legal entity Account (i.o.w. Enrollment of the « Delegation Beneficiary » via his/her Secure interface to generate an activation code).

**For the « Delegation Beneficiary » :** the Rights Delegation Contract takes effect as soon as the Rights Delegation is activated on his/her « Delegation Beneficiary » account (i.o.w. From the moment he/she enters the activation code on his/her Secured interface).

You acknowledge and agree that the information provided by Our system regarding the activation of Rights Delegation is authentic and the only one liable to be binding and should always prevail.

Gandi will start providing Rights Delegation service when the activation process is completed : at activation by the « Delegating Party » (generation of an activation code) and the Rights Delegation acceptance of the « Delegation Beneficiary » (submitting the activation code via his/her Secure interface).

### **5.2. Termination of the Rights Delegation Contract**

**From the account of the « Delegating Party » :** You can terminate a Rights Delegation Contract at any time and directly via Your Secure interface using Your Access Codes and revoking all the Rights Delegation You had granted to Your account as « Delegating Party ».

**From the account of the « Delegation Beneficiary » :** to terminate the Rights Delegation Contract You must ask the « Delegating Party » to revoke the Delegation Rights he/she had granted You via his/her Secure interface.

You acknowledge that the Rights Delegation Contract should be considered as an addition to the Gandi's General Service Conditions which remain in effect as long as Your Gandi Handle is active.

You acknowledge to be aware and to accept that in accordance with the cases and conditions established by Gandi's General Service Conditions, Gandi has grounds for the suspension or early termination of the Rights Delegation Contract and/or suspension, deactivation, or even deletion of Your Gandi Handle and, Consequently, all services or options associated with Your Gandi Account.

You acknowledge that Gandi can not be held responsible for the direct or indirect consequences related to the suspension or termination of the Rights Delegation feature and/or Your Gandi Handle due to a breach of Your contractual obligations as defined in Gandi's General Service Conditions.

In addition, Gandi can not be required to decide between, determine or rule in any manner whatsoever in connection with a dispute arising between a « Delegation Beneficiary » and a « Delegating Party » in the framework of the activation and use of the Rights Delegation feature.

At all times, You cannot claim any compensation or refund, and You expose Yourself to being required to pay damages and interest in the event of prejudice, in addition to the application of penalty measures set forth by applicable laws and fees.

### **Section 6. 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.

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.

### **Section 7. 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.

All issues and questions concerning the construction, validity, interpretation and enforceability of this Contract, 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.

The parties shall seek to resolve any dispute concerning the validity, interpretation, or execution of the Contract in an amicable manner.

**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.**