

GANDI SITE CONTRACT

Last Updated August 1, 2014 – Version 1.0

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

We reserve our right to amend or supplement this Agreement at any time, at our sole 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”) and any affiliated domains that redirect or link to this Agreement (the “Gandi Site Contract”) or any of Gandi’s services constitutes your agreement to be bound by the terms of this Agreement and any other applicable Gandi Contract. Notice of any change will be considered given and effective on the date that we update the Site with the change. Please periodically review this Agreement to ensure you are aware of any changes.

Capitalized words used in this Gandi Site 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 and the provision of website building services, 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 the Gandi Site Service

Gandi’s website building and hosting service provides you with the hardware and software solutions necessary for you to easily and autonomously create, update, and publish one or more websites online, via a technical system of shared servers permanently linked to the Internet, optimized by us, and remotely accessible by you (the “Gandi Site Service”). The Gandi Site Service is Based on HTML5, the websites are ready-to-use or customizable, as you see fit. You choose the technical characteristics you want to build your site and the disk space you will need to host it. All websites built and hosted through the Gandi Site Service are collectively herein referred to as “Your Site”.

You subscribe to the Gandi Site 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.

The specific characteristics and technical limits of our Gandi Site 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 Site Service and the technical characteristics you choose are right for you and will meet your anticipated objectives before subscribing to the service.

Section 2. Gandi’s Commitments

Provided that the Customer is in compliance with its obligations to Gandi, abides by the applicable rules, and pays all applicable fees

(i.e. the corresponding registration and renewal fees), throughout the duration of the subscription to the Gandi Site Service, Gandi will:

- Provide you with a non-exclusive, non-transferable license (or sublicense) to use our software or the software we have licensed from third parties, via the Site, for creating, editing and updating Your Site;
- Provide you with complete editorial control of your Content;
- Provide you with creative control of the presentation of Your Site, within our technical limitations;
- Allow you to easily and autonomously activate and deactivate Your Site from your secure Gandi Account management interface;
- Allow you to scale up the functionalities by upgrading to one of the next Pack versions that best fits your needs;
- Not insert advertisements on Your Site, either for Gandi (other than as required to identify Gandi as your hosting provider) or any other third party;
- Undertake its best efforts to ensure access to the service 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);
- Provide you with technical support on the use of the Gandi Site Service related to the services provided by Gandi.

Please note that the Gandi Site Service does not include assistance with the creative design of Your Site or search engine optimization for Your Site (how readily Your Site is

identified in the search results of the various search engines (i.e. Google, Ask, Bing, DuckDuckGo, Dogpile, Yahoo, etc.).

Section 3. Your Obligations

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

3.1. Gandhi Site Acceptable Use Policy

To the fullest extent of the law, you assume full responsibility for the use of and Content associated with your Gandhi Site Service. 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 Your Site, and to use the Gandhi Site 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 Site by third parties.

You agree to use the Gandhi Site Services only for lawful purposes and to not misuse our Gandhi Site Services. The laws of the State of California, and the United States of America apply to this Agreement and your use of the Gandhi Site Service. The following represents a partial listing of activities that are prohibited when using the Gandhi Site Service, any one of which has the potential to result in account or service suspension or closure without prior or further notice. The Gandhi Site 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 activities, 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 Gandhi'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 Gandhi'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 Gandhi's other customers, or Gandhi'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 Gandhi database, including, but not limited to, incorporating data from any Gandhi 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 Gandhi Site Service of this Acceptable Use Policy and to take all necessary actions to ensure that the use of any third party of your Gandhi Site Service is in conformity with your obligations herein and applicable law.

You further agree to address and remedy any use of your Gandhi Site 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 Site, 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 Site.

You understand and agree that Gandhi is solely acting as a common carrier in its capacity of providing the Gandhi Site 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 Gandhi's General Service Conditions, you must truthfully identify yourself in completing the Gandhi Account account owner information.

Furthermore, if you are using Your Site for commercial purposes (i.e. the offering for sale of goods or services) you must disclose your identity and reasonably allow third parties to contact you by identifying on Your Site:

- 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 will also appear on Your Site as your hosting provider and will appear as being associated with Your Site as your webhosting provider when searching on webhost lookup tools.

3.3. You are Responsible for Monitoring the Content on Your Site

Before publishing Content on Your Site, you must ensure that such Content is in compliance with the Acceptable Use Policy. Given the interactive nature of the Gandhi Site Service, third parties can also publish Content on Your Site. You are responsible for monitoring the Content published to Your Site by third parties and, when appropriate, deleting it immediately. If you cannot or do not want to monitor and regulate the Content posted to Your Site by third parties, you must elect to close the comments and trackbacks to Your Site. 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 Your Site is not appropriate for certain audiences (for example, children), it is your responsibility to take reasonable measures to prevent access to Your Site by the audiences for which it would be inappropriate.

In the event that Your Site is intended to be used by a minor, his or her legal guardian must assist him or her in monitoring the Content on Your Site and assume the responsibility for ensuring that the Content on Your Site 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 Gandhi Site in any manner that infringes upon any copyright. Such infringement may include, but is not limited to selling counterfeit goods, or unauthorized copying of photographs, books, music, videos, or any other copyright protected work. 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). Gandhi reserves the right, in its sole discretion, to close any Gandhi Account or Gandhi Site for which Gandhi 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 Gandhi Site 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 Gandhi completely harmless in all matters concerning our action with respect to any trademark infringement complaint. Gandhi reserves the right, in its sole discretion, to close any Gandhi 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 Site 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 Site. Gandhi does not perform backup service for the Gandhi Site Service. We strongly recommend that you perform regular backups of your Content and a final backup before deciding to terminate your Gandhi Site Service.

Upon the expiration of this Agreement (following the 15-day redemption period granted for late renewals), termination, deletion or cancellation of Your Site, all of the Content on Your Site will be

totally deleted, without any possibility of recovery. Therefore, we strongly recommend that you perform regular backups of Your Site and your Content and a final backup before its expiration. Your Site cannot be transferred to a third party, nor transferred or restored at another provider. It is entirely dependent upon the Gandi Site Service. It is your obligation to take all necessary measures to save your Content in any format you deem necessary to recreate Your Site 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 Site 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 Site Service or any of your other usernames or passwords have become compromised.

Section 4. The Free Gandi Site Service Pack and the Fee-Based Gandi Site Service Packs; Billing, Pricing and Payment

4.1. The Free Pack and the Fee-Based Packs

Gandi offers a variety of Gandi Site Service Packs so that you can subscribe to a product that best fits your needs. The Gandi Site Service Packs are broadly divided into two categories: the Free Pack and Fee-Based Packs. Our Site describes each Gandi Site Service Pack, the technical characteristics and limitations of each Gandi Site Service Pack and each Pack's respective price.

4.1.1. The Free Pack:

The Free Gandi Site Service Pack allows anyone owning at least one active domain name registered with Gandi to build a basic website associated with that domain to be hosted by Gandi and to see and use the various features of the Gandi Site Service.

Please note that the Free Gandi Site Service Pack is technically limited (i.e. the maximum number of allowed webpages is limited, the storage capacity is limited, etc.). It is most commonly used to test the Gandi Site Service before upgrading to one of the Gandi Site Service Fee-Based Pack.

4.1.2. The Fee-Based Packs:

The various Fee-Based Gandi Site Service Packs allow anyone with a Gandi Account to build a website. The Fee-Based Packs vary in the technical characteristics and limitations and storage space, and in price.

You can upgrade from the Free Pack to a Fee-Based Pack, or from a lower Fee-Based Pack to a higher Fee-Based Pack while keeping Your Site live and without any disruption in service.

4.2. Managing your Gandi Site Service

You manage your Gandi Site autonomously by logging into your Gandi Account with your username and password (your Access Codes). Through your Gandi Account, you can:

- Subscribe to, upgrade or cancel your Gandi Site Service;
- Edit and publish Content to Your Site;

- Change the layout of Your Site;
- Make Your Site visible online (post it to the internet) or take it offline;
- Access the various Gandi Site tools for creating and maintaining Your Site;
- Designate and manage other Administrators or Users; and
- Change your or your Administrators' or Users' passwords.

4.2. Billing, Pricing and Payment for the Fee-Based Packs

Fee-Based Pack subscriptions are billed on a monthly or yearly basis, in advance. The prices for the respective Gandi Site Service Fee-Based Packs are as set forth on our Site at the time you subscribe to the service.

You pay for your Gandi Site Service via your Gandi Account. Our continuing to provide you with the Gandi Site Service 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 Site 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. 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 Site Services 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 on time. If your Gandi Account does not have enough money in it to continue to pay for your Gandi Site Service, some or all of your Gandi Site Service will be suspended or terminated when payment is due. You have a grace period of fifteen (15) days to renew your Gandi Site Service following its expiration.

Section 5. Activation and Use of the Gandi Site Service; Right to Cancel Anytime

5.1. Activation of the Gandi Site Service

If you own an active domain name registered with Gandi, you may, at any time, create a website using the Free Pack Gandi Site Service.

The use of the Fee-Based Packs does not require an active domain name in your Gandi Account.

You subscribe to the Gandi Site Service (an add-on 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. Typically, your Gandi Site Service will be activated within 1 hour. You can start to use Your Site immediately following its activation. Once you have logged in, you will then be able to build, create, edit and publish Your Site using the Gandi Site Tools made available to you via your secure management and administration interface.

5.2. Publishing and Managing Your Site Online

Regardless of which Gandi Site Service Pack you have subscribed to, Your Site can first be accessible through a special "set-up address" (called Maintenance URL). You will then be able, via your Gandi Account management interface (by connecting with your Access Codes), to associate the domain name of your choice

and that you own. At any time, you may also permanently delete Your Site and remove the Content from our servers (although it may still be available online, in full or in part, if, for example, it was referenced, cited or copied onto other websites or blogs, over which we have no control).

You elect whether all or part of Your Site is open for public comments to be posted on Your Site or restricted to no comments. If Your Site is open for public comments, any person visiting Your Site may add Content to Your Site at any time. This third party content will then be visible to anyone who views Your Site. As set forth further herein, you are responsible for all of the Content on Your Site, whether or not you are the author or creator of the Content. It is your duty to monitor and moderate the Content on Your Site so that it conforms to the law and this Agreement.

5.3. Utilization of Our Gandi Site Service Software Tools

As part of the Gandi Site Service, we grant you a limited non-exclusive, non-transferable license (or sublicense, as applicable) to use our software or the software we have licensed from third parties, via the Site, for creating, editing and updating Your Site for the duration of your subscription to the service. This software allows you to build Your Site (based upon codes, templates, etc.) and incorporate various website features such as programs, buttons, flash elements, forums, carts, etc. (hereafter referred to as "Tools"). Gandi reserves the right, at any time, to delete, replace, upgrade, or modify, in whole or in part, its offering of Tools. Upon the cancellation or termination of this Agreement, you will no longer have the right to use the Tools or the rights to the layouts, templates, etc. upon which Your Site was built, regardless of whether such features have been incorporated into the functionality of Your Site. The layout of Your Site cannot be separated from the Gandi Site Tools. Thus, Your Site built with these Tools, will only have the same appearance if you continue to use the Gandi Site Service. Migrating or transferring Your Site to another provider will not allow you to keep the layout and look of Your Site. In other words, Your Site cannot be transferred to another provider or owner with the appearance that you have created and published with the Gandi Site Service. You can only extract the raw data of Your Content, with no layout (loss of design, flash elements, forums, etc.).

5.4. Right to Cancel at Anytime

You can cancel your Gandi Site Service at any time via your Gandi Account. You can also add Content, delete all or some of your Content or depublish Your Site at any time via your Gandi Account.

However, note that the early termination does not give right to any refund of the paid amounts, and You will remain charged, as cancellation compensation, the amounts paid until the term of the initial Contract duration.

Section 6. You Are Responsible for Managing the Appropriate Hardware, Software and Security Measures for Your Site

Gandi agrees to undertake commercially reasonable best efforts to ensure the security of its hardware and its technical infrastructure. To secure Your Site, Gandi installs and maintains on our shared servers regularly updated security software. 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 Site and your Content. You agree to take all steps necessary to secure access to Your Site and your Access Codes, as well as the username and passwords for every third party (Administrator, User, etc.) with access to Your Site. You agree to inform Gandi immediately of any security flaw or any abusive use of Your Site 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 Site, 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 Site.

Section 7. You Are Responsible for the Actions of Others Accessing Your Management Interface and Your Site

Depending on the Gandi Site Service Pack chosen, you delegate the management of Your Site to a third party and create "administrator/user access accounts", each with an individual password, for each such person (an "Administrator" or a "User"). Administrators will not have access to your Access Codes. You can create or delete Administrators at any time through your Gandi Account management interface. You and your Administrators are responsible for the safekeeping of their passwords. We cannot manage or recover your Administrators' passwords.

You are entirely responsible for your Gandi Account, Your Site, any Content on Your Site and your obligations under this Agreement and any other applicable Gandi Contract. If you give access to Your Site to anyone (a User or an Administrator), 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 and Administrators. As set forth herein, you agree to indemnify Gandi and Gandi's related parties for any claims concerning any actions of your Users and Administrators. You are responsible for any Content associated with your Gandi Account or Your Site. You agree to inform your Users and Administrators of the obligations of this Agreement and any other applicable Gandi Contract.

Section 8. Limitation on Transferability of Your Site

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

Section 9. Term of the Agreement; Renewals

The present Gandi Site Contract begins upon the subscription to the service and the activation of the service.

9.1. Free Pack

Your Free Pack subscription will be maintained as long as you own an active domain name (which means renew the existing domain) or buy a new domain name at Gandi, under the same Gandi Account that was used to subscribe to the Gandi Site Service. You must own at least one active domain name with Gandi for the Gandi Site Service Free Pack to continue.

You also can choose to subscribe, at any time, to one of the Fee-Based Gandi Site Service Packs (i.e. to improve the performance of Your Site), without any disruption in service, to continue to develop the same website you created with the Free Pack.

9.2. Fee-Based Packs

You choose the duration of your subscription to the Fee-Based Gandi Service Packs when you subscribe via your Gandi Account management interface. You can select a monthly subscription or a yearly subscription. You can upgrade from a monthly subscription to a yearly subscription before the end of the period in progress, without any disruption of service. In this case, the yearly duration of the renewal will be added to the remaining monthly period.

Renewal of your subscription is not automatic. You must expressly renew your subscription via your Gandi Account management interface. 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 processing time of the chosen means of

payment to avoid any disruption in service upon expiration of the term of your subscription plan.

Section 10. Termination or Cancellation of this Gandi Site Contract by You

10.1. Termination of this Gandi Site Contract

Free Pack: upon the expiration date of the last domain name for which you are the owner at Gandi under the same Gandi Account that was used to subscribe to the Gandi Site Service.

More specifically, this Agreement terminates upon (i) the expiration (i.e. failure to renew, late renewal) of the last domain name to which your Gandi Account is attached, (ii) the transfer to another registrar of the last domain name to which your Gandi Account is attached, (iii) deletion of the last domain name to which your Gandi Account is attached, (iv) breach of this Agreement or any other applicable Gandi Contract, (v) cancellation of this Agreement by you, (vi) termination, cancellation, suspension, or transfer away from Gandi of the last domain name to which your Gandi Account is attached by order of a court of law, an administrative commission, or any other alternative dispute resolution authority, (vii) termination, cancellation, suspension of the Gandi Site Service by order of a court of law, an administrative commission, or any other alternative dispute resolution authority.

Fee-based Pack: at the end of the paid period, if you do not renew the Gandi Site Service or if Your payment was not received or validated within the necessary deadlines.

More specifically, this Agreement terminates upon (i) the expiration of the Gandi Site Service, (ii) cancellation of this Agreement by you, (iii) breach of this Agreement or any other applicable Gandi Contract, or (iv) termination, cancellation, suspension of the Gandi Site Service by order of a court of law, an administrative commission, or any other alternative dispute resolution authority.

By the time of the Agreement termination, your Content will be deleted and Your Site will not longer be available on the Internet.

However, while it will be permanently deleted from our servers, Your Site 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. Please therefore note that termination of this Agreement may not remove completely Your Site content from the Internet.

10.2. Cancellation by You

You may cancel your subscription to the Gandi Site Service independently from your domain name (i.e. you can cancel the Gandi Site Service without deleting the domain name to which it is attached) at any time.

Cancellation by you does not entitle you to a refund of any kind.

When you cancel your Gandi Site Services completely, your Content will be deleted and Your Site will not longer be available on the Internet. You alone are wholly responsible for any consequences of your cancellation of the Gandi Site Services, including as a result of the deletion of Content.

Please note that deleting your Gandi Site Service may not remove Your Site content from the Internet. While it will be permanently deleted from our servers, Your Site 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 Site Service

11.1. Suspension or Termination of the Free Pack for Failure to Maintain an Active Domain Name

The Gandi Site Service will end as soon as your Gandi Account does not own any Active domain name.

Your domain name must be active, and be being used in accordance with the applicable registration contract.

11.2. Suspension or Termination for Failure to Pay for Fee-Based Packs

The Gandi Site Service Fee-Based Packs will be suspended, during its active term, in the event that you do not pay for the renewal of the Service. While your Gandi Site Service is suspended, you will not be able to access or manage Your Site.

The Gandi Site 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 Site 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 Site, your Content and your services are deleted, we will not be able to recover Your Site or your Content for you.

11.3. Suspension or Termination for Breach of this Contract 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 Site 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 Site 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 Site 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 Site 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 contents backup. 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.

11.4. 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 Gandhi Account, your Gandhi Site Service and any other associated services.

We may also be required to suspend, deactivate, delete or terminate your Gandhi Account, your Gandhi Site 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 Gandhi 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 Gandhi must terminate this Contract and/or suspend, deactivate, delete or terminate your Gandhi Account, your Gandhi Site 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 Gandhi will not be held responsible or liable for any damages of any kind related to or caused by Gandhi's termination or suspension of your Gandhi Account, your Gandhi Site 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 contents backup. 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.

11.5. Suspension or Termination for Maintenance or Security Breach

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

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

Section 12. Reselling Our Services and Online Stores

12.1. Reselling Space

You are authorized to resell (i.e. sublet) Your Site built with the Gandhi Site Service to third parties and/or to use Your Site 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 Site. You are not permitted to represent to Your Users or potential customers of yours that you are Gandhi or have any relationship with Gandhi other than a user of Gandhi'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 Gandhi and to respect the same

ethical standards. We will not mediate any dispute or controversy arising between you and Your Users or Your Users and 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.

You agree to enter into a contract with Your Users containing terms no less protective of our interests than this Agreement, Gandhi'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 Your Site 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 Gandhi 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.

12.2 Online Store Sales Practices

In the conduct of your business, you agree to take every effort to safeguard Gandhi'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 13. 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, Gandhi will suspend or delete Your Gandhi Site(s) on which the Content is hosted.

Note that intervention by Gandhi will result in the suspension or permanent deletion of Your Gandhi Site(s) and any content that it (they) may contain.

In any such case, you will not be permitted to re-enable or otherwise restore access to Your Gandhi Site until you have

complied with all the terms set in our notice to you concerning the issue.

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

If any Gandhi Site is disabled or deleted pursuant to Gandhi'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 Gandhi Site is prohibited until and unless you are otherwise notified by Gandhi. In any event where the Content of the Gandhi Site is re-enabled or otherwise restored (whether on the original Gandhi Account or a different Gandhi Account), absent Gandhi's express authorization as set forth in this Agreement, the Gandhi 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. Gandhi 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 Gandhi Account.

Section 14. Availability of Service

You understand and agree that interruptions of service may occur due to scheduled or emergency maintenance, updates and repair by Gandhi, 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 Gandhi's control, as defined by standard practices in the industry. From time-to-time, it may become necessary for Gandhi to stop, reboot, disable, reconfigure, re-route or otherwise interrupt the Gandhi Site for indeterminate and unpredictable lengths of time. You agree that under no circumstances will Gandhi be held liable for any financial or other damages due to such interruptions. In no event shall Gandhi 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.

Gandhi reserves the right to reset the password used to access your Site and your Gandhi 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 Gandhi Site 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 the Gandhi Site 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 the Gandhi Site without prior notice. 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 Gandhi 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 the Gandhi Site.

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

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

- Due to any technical problem, or problem with accessibility to or the functioning of Your Site related to any applications or Content that you put on it;
- Difficulties in accessing Your Site, Content, or services hosted, 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;
- 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, regardless of our efforts to ensure the security of our services or our providing to you anti-spam or anti-virus software;
- Any direct or indirect intrusion of a third party onto Your Site (attack, hacking, etc.), regardless of our efforts to ensure the security of our services;
- Your receipt of spam or other such undesired or unrequested content or communications; or
- Loss of Content, under any circumstances.

We are not responsible for and have no control over the amount of web traffic to Your Site. Moreover, we are not responsible if you later determine that the Gandhi Site Service or tools do not adequately meet your objectives.

Section 16. Indemnification

In accordance with the Gandhi Contracts, you are solely and fully responsible for your use of your Gandhi Account, the Gandhi Site Services and/or any other associated services. You are responsible for the actions of any users of your Gandhi Account or Your Site or any Access Codes associated with your Gandhi Account. You are also responsible for the actions of the Contacts and Users you designate in association with your Gandhi Account or your Gandhi Site Service.

You agree to defend, indemnify and hold Gandhi 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 Gandhi service or from your placement or transmission of any materials or content onto or through Gandhi's sites. 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

GANDHI 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 Site Contract --

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