

GANDIBLOG CONTRACT

Last Updated August 1, 2014 – Version 1.0

This GandiBlog Contract ("GandiBlog 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 GandiBlog service through the online portal available at www.gandi.net (your "Gandi Account") or any person or entity with access to your Gandi Account (such as the administrative, technical and billing contact on the Gandi Account) ("Customer", "you", or "your"). By using our services, you agree at all times during your use to abide by this GandiBlog 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 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 "Site") 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 GandiBlog Contract have the definition given to them in Gandi's General Service Conditions, Gandi's General Terms and Conditions of Domain Name Registration, and the Special 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 weblog 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.

What is a blog?

The word "blog" was created by combining "web" and "log". It is commonly understood as a website where one or more people can freely express themselves, on a more or less regular basis, as though it were an online notepad. Each article is published, presented in chronological order, and may be commented on by others. There are many different types of blogs today, covering many means of expression (cartoon blogs, photo blogs, etc.) on a wide range of topics: journalism, personal experiences, political discussion, corporate blogs, personal diaries, etc. Blogs represent a space where one can freely express oneself, in a way that is both creative and interactive. Gandi is pleased to provide you with the GandiBlog service as an add-on to your domain name registration.

How is my blog related to my domain name?

Blogs created through the GandiBlog service are entirely dependent upon your active domain name registration through Gandi. Your blog will be accessible at an Internet address based on the domain name, and if desired, the name that you choose to give to your blog, such as: <http://www.yourdomain.tld>, or <http://whateveryouwant.yourdomain.tld>

Which blog software application does Gandi use for blogs on Gandi domains?

Gandi has partnered with the open source based blog publishing software application, Dotclear, to enable blogs in connection with domain names registered via Gandi. We chose Dotclear because we like that it is based on open source code, it was developed by a small team of dedicated programmers, and it meets our high standards for security and simplicity of use. Dotclear's proposed aim is to develop software that fully respects web standards based

on open source solutions, with multilingual interface and publishing capabilities.

Section 1. Description of the GandiBlog Service

Gandi offers each active domain name holder the ability to create a blog as an add-on service to that domain name through the GandiBlog service. The optional GandiBlog service provides customers with a ready-to-use blog. You subscribe to the GandiBlog 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.

You can activate your GandiBlog subscription at any time through your Gandi Account. You can cancel your GandiBlog subscription at any time.

AS WITH ALL BLOG SERVICES, THERE ARE TECHNICAL LIMITATIONS TO THE GANDIBLOG SERVICE. THESE TECHNICAL ARE DETAILED ON THE SITE HERE: [HTTP://WWW.GANDI.NET/DOMAIN/BLOG](http://www.gandi.net/domain/blog).

ANY ATTEMPT TO BYPASS THE TECHNICAL LIMITATIONS WILL BE BLOCKED AND CONSTITUTES A BREACH OF THIS GANDIBLOG CONTRACT.

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 GandiBlog service, Gandi will:

- Provide you with a non-exclusive, non-transferable license to use the Dotclear 2 software application, via the Site, for creating and updating your own blog;
- Allow you to easily activate and deactivate your GandiBlog from your secure Gandi Account management interface;
- Provide online hosting for your GandiBlog while your domain name remains active and registered with Gandi; and
- Provide you with technical support on the use of the GandiBlog service related to the services provided by Gandi.

In the event of an email outage, Gandi further agrees to use its reasonable best efforts to fix the issue and re-establish service as soon as possible. If it is an issue within Gandi's control, Gandi will use its reasonable best efforts to ensure that service is restored within 4 hours of our having been alerted to the incident.

Section 3. Your Obligations

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

3.1. You Are the Owner of Your Domain Name and Are Responsible for What Happens With It

Your GandiBlog service is entirely dependent upon (i) you maintaining a valid domain name registered through Gandi, and (ii) your continuing to abide to the obligations set forth in any applicable Gandi Contract. If your domain name is terminated, canceled, suspended, transferred away from Gandi or deleted, your GandiBlog service will likewise be terminated, canceled, suspended, transferred away from Gandi or deleted at the same time.

You are entirely responsible for your Gandi Account, your GandiBlog service and your obligations under this Agreement and any other applicable Gandi Contract.

3.2. GandiBlog Acceptable Use Policy

To the fullest extent of the law, you assume full responsibility for the use of and Content associated with your GandiBlog 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 blog, and to use the GandiBlog 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 blog by third parties.

YOU AGREE TO USE THE GANDBLOG SERVICES ONLY FOR LAWFUL PURPOSES AND TO NOT MISUSE OUR GANDBLOG SERVICES. THE LAWS OF THE STATE OF CALIFORNIA, AND THE UNITED STATES OF AMERICA APPLY TO THIS AGREEMENT AND YOUR USE OF THE GANDBLOG SERVICE. THE FOLLOWING REPRESENTS A PARTIAL LISTING OF ACTIVITIES THAT ARE PROHIBITED WHEN USING THE GANDBLOG SERVICE, ANY ONE OF WHICH HAS THE POTENTIAL TO RESULT IN ACCOUNT OR SERVICE SUSPENSION OR CLOSURE WITHOUT PRIOR OR FURTHER NOTICE. THE GANDBLOG 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 Gandi's systems or any of our IP ranges to be placed on any "black hole" list or any other mail filtering software used by companies on the Internet;
- Unsolicited or bulk email (SPAM), including, but not limited to, using Gandi's SMTP service or mail script to send out SPAM over our networks or other systems with a message referencing their website. You agree to comply fully with the CAN-SPAM Act and any amendments thereto;
- "Snowshoe spamming" (which, generally, is an abusive technique used to send SPAM from a variety of IP addresses in an effort to spread out the SPAM load);
- Content or services that threatens or disrupts Gandi's other customers, or Gandi's business, systems or services;
- Content that contains material that, in our sole judgment, is pornographic, sexually explicit, obscene or violent in nature;
- Content that is designed or used to hack or break into remote systems;
- Content that is setup to function as an open http proxy;
- Content that is designed or used to commit or facilitate any "phishing" attack;
- Content that, in our sole judgment, is designed to function as a farming bit coin, bitorrenting, pirated software website or illegal or unlicensed software or "warez" website;
- Content that, in our sole judgment, is designed to function as a "Tor relay" service or website;
- Content that contains URL shortener validation software;
- Content that, in our sole judgment, is designed or used to exploit, extract or otherwise gather any content or information from any Gandi database, including, but not limited to, incorporating data from any Gandi database into any email or "white-pages" products or services, whether browser-based, based on proprietary client-site applications, web-based, or otherwise;
- Content that, in our sole judgment, is designed or used to reverse engineer, hack into, invade or otherwise gain unauthorized access into any of our systems, communications devices or resources, or any other systems, communications devices or resources (including, but not limited to security probing activities or other attempts to evaluate the security integrity of a network or host system without permission); and
- Content that, in our sole judgment, is designed for, used to, operated as, or for purposes of topsites; IRC scripts/bots; IRCD (irc servers); proxy scripts/anonymizers; image hosting scripts (similar to Photobucket or Tinypic); AutoSurf/PTC/PTS/PPC sites; IP scanners; bruteforce programs/scripts/applications; mail bombers/spam scripts; banner-ad services (commercial banner ad rotation); file dump/Mirror scripts (similar to rapidshare); commercial audio streaming (more than one or two streams); escrow/bank debentures

or bank debenture trading programs; high-yield interest programs (HYIP) or related sites; investment sites (e.g. FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme); sale of any controlled substance without prior proof of appropriate permits; prime banks programs; lottery/gambling sites; M U D s / R P G s / P B B G s ; h a c k e r f o c u s e d 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 GandiBlog service of this Acceptable Use Policy and to take all necessary actions to ensure that the use of any third party of your GandiBlog service is in conformity with your obligations herein and applicable law.

You further agree to address and remedy any use of your GandiBlog 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 blog, 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 blog.

You understand and agree that Gandi is solely acting as a common carrier in its capacity of providing the GandiBlog 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.

3.3. Self-Identification Requirement

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

Furthermore, if you are using your GandiBlog 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 blog:

- 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 blog as your hosting provider.

3.4. You are Responsible for Monitoring the Content on Your Blog

Before publishing Content on your GandiBlog, you must ensure that such Content is in compliance with the Acceptable Use Policy. Given the interactive nature of the GandiBlog service, third parties can also publish Content on your blog. You are responsible for monitoring the Content published to your blog 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 blog by third parties, you must elect to close the comments and trackbacks to your blog. 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 blog is not appropriate for certain audiences (for example, children), it is your responsibility to take reasonable measures to prevent access to your blog by the audiences for which it would be inappropriate.

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

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

YOU MAY NOT USE THE GANDEBLOG 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).

Gandi reserves the right, in its sole discretion, to close any Gandi Account or GandiBlog for which Gandi receives three or more copyright infringement complaints, without prior notice.

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

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

You may not use the GandiBlog in any manner that infringes on the intellectual property rights of any person or party. Such infringement may include, but is not limited to selling counterfeit

goods, or unauthorized copying of photographs, logos, designs or other lawfully protected works. It is our policy to promptly investigate compliant notices of alleged trademark infringement that are provided to us in writing regarding Content hosted on or otherwise displayed via our systems. Our response to such notices may include removing or disabling access to the material claimed to be the subject of infringing activity, without prior notice, and without regard to the complaint's substance (or lack thereof). Presently, there is no counter notification process in place for trademark law. If you wish to object to a complaint filed against you, you will need to address the matter up with the trademark owner in a court of law. In any case, you hold Gandi completely harmless in all matters concerning our action with respect to any trademark infringement complaint. Gandi reserves the right, in its sole discretion, to close any Gandi Account and associated services for which it receives three or more trademark infringement complaints, without prior notice and without a refund of any fees.

3.7. You Alone Are Responsible for Backups

The backing up of the entire contents of your GandiBlog 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 of your GandiBlog. Gandi does not perform backup service for the GandiBlog service.

Upon the expiration, termination, deletion or cancelation of your domain name, all of the Content of your GandiBlog will be totally deleted, without any possibility of recovery. Therefore, we strongly recommend that you perform regular backups of your Content and a final backup before your domain name is terminated.

Your blog cannot be transferred to a third party, nor transferred or restored at another provider. It is entirely dependent upon the GandiBlog service. It is your obligation to take all necessary measures to save your Content in any format you deem necessary to recreate your blog 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.

3.8. 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 GandiBlog 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 GandiBlog service or any of your other usernames or passwords have become compromised.

Section 4. Activation and Use of the GandiBlog Service; Right to Cancel Anytime

If you have an active domain name registered with Gandi, you may, at any time and for no additional charge, create a blog associated with that domain name.

You subscribe to the GandiBlog service (an add-on service to your domain name) 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 GandiBlog service will be activated within 1 hour. You can start to

use your GandiBlog immediately following its activation. Once you have logged in, you will then be able to edit, create and publish your blog using the GandiBlog Tools made available to you via your secure management and administration interface.

You can cancel your GandiBlog service at any time via your Gandi Account. You can also add Content, delete all or some of your Content or depublish your entire blog at any time via your Gandi Account.

Anyone you designate as a User may, depending on the permission allocated, also add Content, delete all or some of your Content or depublish your entire blog at any time. You can add or delete Users at anytime, as long as your Gandi Account is active and in good standing.

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

Section 5. Term of the Agreement

The present GandiBlog Contract begins upon the subscription to the service and the activation of the service. As long as the domain name to which the GandiBlog service is an add-on is active at Gandi, your subscription to the service continues unless terminated. Your GandiBlog subscription will renew when you renew your domain name registration with Gandi.

Section 6. Termination or Cancelation of this GandiBlog Contract by You

6.1. Termination of this GandiBlog Contract by You for Failure to Maintain the Domain

As an add-on service to your domain name at Gandi, the GandiBlog service ends when your domain name is no longer active or registered with Gandi. Therefore, this Agreement terminations upon (i) the expiration of the domain name to which the GandiBlog service is attached (as indicated in our whois database or in the Gandi Account) (i.e. failure to renew, late renewal), (ii) the transfer of the domain name to which the GandiBlog service is attached to another registrar, (iii) deletion of the domain name to which the GandiBlog service is attached, (iv) breach of this Agreement or any other applicable Gandi Contract, (v) cancelation of this Agreement by you, or (vi) termination, cancelation, suspension, or transfer away from Gandi by order of a court of law, an administrative commission, or any other alternative dispute resolution authority.

A change in ownership of the domain name alone does not terminate this Agreement. The obligations of this Agreement are assigned to the new owner. Because the GandiBlog service is an add-on to the domain name, the new owner of the domain name will have access to the GandiBlog.

6.2. Cancelation by You

You may cancel your subscription to the GandiBlog service at any time, provided that the domain name to which your GandiBlog account is attached is active and registered with Gandi and your Gandi Account is in good standing. You may cancel your subscription independently from your domain name (i.e. you can cancel the GandiBlog service without deleting the domain name to which it is attached).

When you cancel your GandiBlog services completely, your Content will be deleted and your blog will not longer be available on the Internet at the domain name web address. You alone are

wholly responsible for any consequences of your cancellation of the GandiBlog services, including as a result of the deletion of Content. Please note that deleting your GandiBlog service may not remove your blog content from the Internet. While it will be permanently deleted from our servers, your blog 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 7. Suspension or Termination of this Agreement and/or Your GandiBlog Service

7.1. Suspension or Termination for Failure to Pay

The GandiBlog service will be suspended, during its active term, in the event that you do not pay for the renewal of the domain name to which it is attached. While your GandiBlog service is suspended, you will not be able to access your blog.

The GandiBlog service will remain suspended during the hold period (late renewal) of the domain name after the failure to timely pay for the renewal of the domain name. **By the time the hold period ends (redemption period), the Content associated with the GandiBlog service will be permanently deleted and unrecoverable.**

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

In the event that you breach your obligations set forth in this Agreement or in any other applicable Gandi Contract, depending on the nature or reoccurrence of the breach, in its sole discretion, Gandi will (i) terminate this Agreement; (ii) terminate this Agreement and suspend, deactivate, delete or terminate your Gandi Account and/or your GandiBlog 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 GandiBlog 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 GandiBlog 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 GandiBlog service and/or any other associated services. All content will be deleted from our servers and backup systems and we may not have or keep backup of the Content. Again, we recommend that you run very regular backups. Termination or suspension of services does not excuse your obligation to pay any outstanding amounts due in connection with services already provided or domains already registered.

Gandi reserves the right to pursue any remedy available to it at law or in equity if you breach this Agreement.

7.3. Suspension or Termination as Required by Law or Regulation

You agree that you will use the services offered by Gandi in a manner that is consistent with all applicable French and U.S. local, state and federal laws and regulations, regardless of whether or not you are a citizen of the United States or France and regardless of where you live or house your data. Customers found to be using our services or systems for illegal activities will have their accounts closed with immediate effect, without prior or further notice, and without refund of any fees. You are solely responsible for determining the laws and regulations applicable to your use of the services.

We value our customers' privacy. It is our policy to cooperate with law enforcement and administrative agencies only upon lawful request or order, or substantial justification. Upon lawful request or order from a court or law enforcement, arbitral body, administrative commission or government administrative agency, we may, without notice to you or your consent, provide the information requested by such agency to that agency, including your Content. Upon lawful request or order from a court or law enforcement, arbitral body, administrative commission or government administrative agency, we may, without notice to you or your consent, suspend, deactivate, delete or terminate your Gandi Account, your GandiBlog service and any other associated services.

We may also be required to suspend, deactivate, delete or terminate your Gandi Account, your GandiBlog service and any other associated services, without notice to you or your consent, (i) to conform to the rules to which we and the Registrar Gandi SAS must abide as a technical intermediary and pursuant to our agreements with the regulatory bodies, (ii) to fix a technical problem, or (iii) for purposes of maintaining or repairing our system's stability.

In the event that Gandi must terminate this Agreement and/or suspend, deactivate, delete or terminate your Gandi Account, your GandiBlog service and any other associated services for any of the foregoing reasons, you acknowledge that you will not be entitled to a refund of any kind. You further acknowledge and agree that Gandi will not be held responsible or liable for any damages of any kind related to or caused by Gandi's termination or suspension of your Gandi Account, your GandiBlog service or any related services. All content will be deleted from our servers and backup systems and we may not have or keep backup of the content. We recommend that you run very regular backups. Termination or suspension of services does not excuse your obligation to pay any outstanding amounts due in connection with services already provided or domains already registered.

7.4. Suspension or Termination for Maintenance or Security Breach

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

Gandi reserves the right to terminate or suspend all or part of the GandiBlog 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.

7.5. Suspension or Termination for Failure to Maintain Your Domain Name Active with Gandi and in Good Standing

As an add-on service to your domain name at Gandi, the GandiBlog service ends when your domain name is no longer active or registered with Gandi. The GandiBlog service necessarily follows the status of the domain name to which it is attached (i.e. suspension, early deletion, expiration). Your domain name must be active at Gandi, and be being used in accordance with the applicable registration contract.

If the domain name is not renewed before entering redemption period (if set by the Registry) or an anticipated deletion takes effect, the Content associated with the GandiBlog service will be permanently deleted and unrecoverable.

Section 8. Effects of Our Actions

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

Note that intervention by Gandi will result in the suspension or permanent deletion of Your GandiBlog(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 GandiBlog(s) 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 GandiBlog as a whole, and not on selected content.

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

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

Section 9. Availability of Service

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

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

In our sole discretion, we may suspend or delete Your GandiBlog 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 GandiBlog 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 GandiBlog 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 Gandi shall not be liable in any way for any loss or damage you or any other person or party may suffer as a result of our update to certain software, applications and/or the GandiBlog.

Section 10. Limitation of Gandi's Responsibility for Technical Problems

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

- Due to any technical problem, or problem with accessibility to or the functioning of your blog related to any applications or Content that you put on it;
- Difficulties in accessing your blog, 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;
- Fork 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 GandiBlog (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 blog. Moreover, we are not responsible if you later determine that the GandiBlog service or tools do not adequately meet your objectives.

Section 11. Indemnification

In accordance with the Gandi Contracts, you are solely and fully responsible for your use of your Gandi Account, the GandiBlog services and/or any other associated services. You are responsible for the actions of any users of your Gandi Account or your GandiBlog, mailboxes or any Access Codes associated with your Gandi Account. You are also responsible for the actions of the Users you designate for your GandiBlog.

You agree to defend, indemnify and hold Gandi and each of its respective affiliates, directors, officers, agents (including Trustees) and employees harmless from and against any and all claims, obligations, losses, damages, costs, liabilities and expenses (including reasonable attorneys' fees and costs) incurred by any or all of them arising from or due to any claim, action, dispute or demand made by any third parties (including but not limited to customers or licensees of Customer) that are related to or arising out of your use of the any Gandi service or from your placement or transmission of any materials or content onto or through Gandi's blogs. 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 12. Limitation of Liability; Disclaimer of Warranties

GANDI SPECIFICALLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THIS INCLUDES LOSS OF CONTENT, DOMAIN NAMES OR DATA RESULTING FROM DELAYS, NO DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY GANDI AND GANDI DOES NOT WARRANT THAT THE SERVICE OFFERED OR PROVIDED BY GANDI IS FREE OF BUGS, ERRORS, DEFECTS, VIRUSES OR DEFICIENCIES. IN NO EVENT SHALL GANDI BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, EVEN IF GANDI HAS BEEN ADVISED BY CUSTOMER OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. IF GANDI'S SERVICE TO CUSTOMER IS DISRUPTED OR MALFUNCTIONS FOR ANY REASON, GANDI SHALL NOT BE RESPONSIBLE FOR LOSS OF INCOME DUE TO DISRUPTION OF SERVICE, BEYOND FEES PAID BY CUSTOMER TO GANDI FOR SERVICE, DURING THE PERIOD OF DISRUPTION OR MALFUNCTION. YOUR SOLE AND EXCLUSIVE REMEDY FOR DEFECTS IN THE SERVICE IS AS SET FORTH IN THIS SECTION.

GANDI'S SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GANDI SHALL NOT BE LIABLE FOR ANY DAMAGES YOU OR ANY OTHER PERSON MAY SUFFER. NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT IN NO EVENT WILL GANDI BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND DAMAGES RELATED TO CORRUPTION OR DELETION OF GANDI'S SERVICE) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SERVICE (INCLUDING, BUT NOT LIMITED TO, INOPERABILITY OF GANDI'S SERVERS, UNAVAILABILITY OF GANDI'S CUSTOMER SERVICE TEAMS, OR INABILITY TO REGISTER OR RENEW A DOMAIN NAME), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF GANDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES BUT IS NOT LIMITED TO ANY LOSS THAT MAY OCCUR DUE TO THE FAILURE OF YOU OR YOUR AGENT TO PAY ANY FEES HEREUNDER, THE PROTECTION OR PRIVACY OF ELECTRONIC MAIL OR OTHER INFORMATION TRANSFERRED THROUGH THE INTERNET OR ANY OTHER NETWORK GANDI OR SERVICE ITS CUSTOMERS MAY UTILIZE, OR THE APPLICATION OF ANY POLICY SET FORTH HEREIN.

IN NO EVENT SHALL GANDI'S MAXIMUM LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO GANDI FOR THE SERVICE DURING THE PRIOR TWELVE MONTHS, OR \$500, WHICHEVER IS LESS. TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, GANDI'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

Section 13. 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 14. 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 15. 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 GandiBlog Contract --

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