

GANDI'S GENERAL SERVICE CONDITIONS

Version 1.0 dated March 1st, 2011

The present contract, which determines the general conditions under which Gandi provides all of its services is concluded between:

Gandi SAS, a simplified corporation capitalized at €37,000, whose registered office is located at 15 Place de la Nation, Paris 75011, France, registered in the Paris Trade and Companies Register under the number 423093459, VAT n° FR81423093459, phone: +33.(1)437377661, fax: +33.(1)43731851 (hereinafter referred to as "Gandi" or "We", "Our", "Us"),

and any person or registered organization or company that would like to use services provided by Gandi via Our website (hereafter designated as "Customer", "You", or "Your"), unless specified otherwise in the special conditions pertaining to any of the services subscribed to.

Article 1. Contractual context

The present contract has the aim of establishing the conditions and means of use of Our respective services and obligations withing the context of any service provided by Gandi.

It is supplemented by:

- the contractual conditions pertaining to "Gandi's Prepaid Account", which lets You rapidly pay for Gandi's services and which is necessary for the payment of some services (Annex 1), and
- the contractual conditions that are applicable to each of the services, and
- Gandi's prices, and
- the technical conditions and limitations that are applicable to each of Our services, which may be viewed at any tile on Our website <http://www.gandi.net>.

Together, these elements form the contractual framework that is applicable to all relations with Gandi, hereafter designated in the present Gandi's General Service Conditions as the "Contract" or "Our Contract".

They may be consulted at any time on Our website <http://www.gandi.net> in an electronic format that allows them to be printed and/or downloaded, so that You can reproduce them or save them for personal reasons as a customer of Gandi.

The utilization of any service of Gandi implies the unconditional acceptance of and adherence to Our Contracts.

You expressly declare that You have the legal capacity and authorization required to be bound by the present Contract, as well as to subscribe to each of the services provided by Gandi.

We reserve the possibility of proceeding with identity checks, and to solicit the production of proofs of ID, including during the course of the Contract, and to suspend Your Gandi account (as defined hereafter) and therefore any and all services associated to it, and/or to terminate the Contract if You were not able to prove Your capacity or ability to enter into a contractual agreement and to use Our services.

Unless otherwise stated in the contractual conditions pertaining to each of Gandi's services, the present Contract which outlines Your relations with Us in the context of any of Our services that You have subscribed to, whether or not it is free or paying, will be fully applicable.

In the event of a contradiction between Gandi's General Service Conditions and the contractual agreements applicable to a specific service, the later will govern.

Article 2. Gandi's commitments

Gandi is a technical intermediary on the Internet that provides a wide range of services, according to the conditions detailed in each of the Contracts the pertain to each of the services offered, in addition to the present Gandi's General Service Conditions.

For whatever service provided, Gandi commits to:

- providing You with an automated, reliable, and rapid way to subscribe to all services provided by Gandi, in an autonomous and secure manner via Our website and according to the contractual process outlined in the present Contract and reiterated on Our interface which guides You throughout Your ordering process,
- providing You with a specific web interface that is accessible by the Gandi handle and password that are associated to You (Your Access Codes) that will let Your manage Your Gandi Account in an autonomous and secure way (update Your contact information, view Your invoices, check Your orders in progress, etc.) as well as the services or options that are associated with it and to modify, cancel, renew in full in an autonomy if You so desire,
- make available to You, at no extra cost, a Gandi Prepaid Account, so that You can easily pay Gandi for Your services, within the conditions stipulated in Annex 1, "Gandi's Prepaid Account",
- provide You with, notably via Our website, all the information pertaining to the services and options provided, to their technical characteristics and limitations, and to their use,
- allow You, via Your secure management and administration interface, to access the Contracts that You have accepted and to provide You with the possibility of accepting new versions of them if needed,

- processing Your requests as soon as Your payment has been received, and no later than seven (7) business days thereafter, and allow You to follow their progress via Your secure management and administration interface,
- providing You with online assistance via Our website and technical support, at the address displayed on Our website,
- provide You with a dedicated place for discussion with other customers concerning the technical use of each of Our services,
- allow You to cancel Our services, at any time during the course of the Contract, unless otherwise stated within the Contract of a particular service,
- facilitate the fight against the deviant use of the Internet and to assure the adherence to Our Ethical code, which You have agreed to abide by.

Gandi commits to using its experience and know-how to bring You satisfaction in the use of Our services, however it must be remembered that Gandi is not in control of the Internet, which is not centralized, and it cannot regulate it.

The bounds of Our obligations and responsibilities, and the conditions under which Gandi may act on Your Gandi Account and/or the services that are associated to it, essentially linked to the characteristics of the internet, Our role as a technical intermediary and to the obligations that We are subject to under current applicable law in France, and the contractual regulations that We need to abide by, are mainly described in the present Contract, and are always stated in each of Our Contracts.

In any case, whatever service You have subscribed to, Gandi does not provide You with access to the Internet or that of a third party (*You need to be sure to have Internet access, which is necessary to the subscription and utilization of Our services*), nor do We provide You with the hardware or software required to access it and use services (*unless specifically mentioned in the Contract pertaining to a service*), which remains under the full responsibility of each of the users of the Internet and Our services.

Article 3. Your commitments

Each of the Contracts proposed by Gandi outlines Our respective rights and commitments.

You agree to abide by the following obligations, continually, for all services that You have subscribed to, and in addition to the conditions that specifically pertain to each of the services:

- You declare to have read and understood Our Contracts and the technical specifications and limits in place, before subscribing to any Gandi service, by taking care to choose the offer that You feel meets Your needs and the people that You may eventually grant a license of use, for whatever purpose, and under Your full and complete responsibility,
- You declare to have accepted and You agree to make sure that anyone that You have decided to delegate rights, access, management, administration or utilization, in any way or form, accepts and will abide by the Contract and technical specifications and limits, under Your full and complete responsibility,

- You declare that neither the choice nor usage of any of Your Gandi services, neither directly nor indirectly contravenes, nor does it infringe on the rights of a third party, current law and/or Our Ethics, and You agree to continually adhere to them and to be sure that they are adhered to throughout the duration of the Contract,
- assure, under Your full responsibility, that no use of Gandi's services, perturb Our services or systems, or those of a third party, directly or indirectly,
- for services that are not free, You commit Yourself to assure that the services have been fully paid for, according to the rates and means during the time of Your subscription or renewal of the option or service in question, within the necessary deadlines (*see Article 5.4*),
- providing Gandi with reliable and complete contact information and to assure that they are kept up to date, both on Your own, and upon request, and to be able to provide proofs of ID within the deadlines provided if necessary (*see Article 3.4*),
- When the service is required, You commit Yourself to clearly identifying Yourself on the websites that were created and/or operated via any of Gandi's services, whether directly or indirectly, and in all cases, to abide by laws that are applicable to the activity that You are doing while using Our service.

You commit Yourself to assuring, even during the reselling of Our services or in case of a license of use granted to a third party, for professional reasons or not, that each person (including Your providers and/or members of Your staff, or customers) to whom You accord access, management or usage rights of any kind, for all or some of Gandi's services, will constantly abide by all of Our Contracts and specifically the obligations outlined in the present Article 3, which are under Your full and complete responsibility and guarantee with regards to Gandi and third parties.

3.1. Choose a service that meets Your needs

It is up to You to choose, among Gandi's standardized products, the one that best corresponds to Your needs, which on the other hand, does not enter into the contractual framework.

You acknowledge that, before making any subscription decision, You had access to the details of the technical characteristics of Our services, and to the information provided online on Our website, as well as in Our forums and through Our customer care department (support), provided to You so that You could judge for Yourself the suitability of Our services to Your needs, or those of any person that You may have provided a right to use, which You do so as a personal matter.

Consequently, You acknowledge that You have checked, prior to the subscription to a Gandi service, the suitability of the service to Your needs, and that You have obtained all the necessary technical information and advice from third parties for this purpose.

Gandi may not be held responsible for the unsuitability of the service provided in view of the particular objectives You may have set or pursued, which shall be excluded from the contractual field in any event.

Of course, if despite the flexibility of the solutions that Gandi offers, You would like to benefit from a special service, You may email Us at [corporate at gandi dot net](mailto:corporate@gandi.net), and We will see if there is something that We can do to help.

3.2. Comply with the technical specifications and limits of Our service

You acknowledge and guarantee that Your use of Our services, as well as the use of any third party to whom You would resell Our services or grant a license of use or grant any rights to access, act, utilization, respects the technical limits and specifications applicable to Our services as detailed on Our website.

The usage of Our services must be done with due diligence, in such a way as to not proceed with any abusive solicitation or perturbation of Our resources or systems.

You acknowledge that You shall be solely responsible for the consequences of any defective operation of the service, following any use that does not conform to the operating instructions, the limits and technical characteristics of Our service.

3.3. Use of Our services in a way that it legal and conforms to Our Ethical code

Gandi cares about the rights and freedoms of everyone with regards to the respect of others, adheres to all applicable laws, and participates in the development of a responsible Internet, notably in helping in the fight against certain infringements, notably abusive and/or deviant uses of the Internet.

By accepting Our Contracts and using Our services, You agree to abide to Our **code of ethics** which consists, in particular, of protecting and respecting minors, human dignity, public order and good moral standards, not infringing on the rights of third parties (*private life, image, honor and reputation, trademarks, designs and models, copyrights, etc.*) or the security of persons, property, the government, or the good working order of public institutions, and to help in the fight against abusive and/or deviant uses of the Internet (spamming, phishing, hacking, cracking, or attempts at hacking or cracking), or any other infraction as cited in the Penal Code.

You also commit Yourself to ensuring that any third party to whom You would resell Our services, or grant a license of use, or grant any access or ability to modify any published Contents, will fully abide by the terms and conditions herein, and that You are able to effectively guarantee this commitment with regards to Gandi, and You remain fully responsible in case of violation of this Contract and/or violation of laws and legislations in force, without prejudice of Your liability towards third parties.

In this way, You agree to use Our services in a way that is strictly legal, and in accordance with Our Contracts and current law.

In the present Contract, Gandi's General Service Conditions, the generic word "Content(s)" designates in particular any data, information, image, video, element of any nature or form, sound,

text, sign, signal, program, software, code, or element of any kind, that is operated, broadcast, stored, transmitted, relayed, issued, collected, used, processed or made available directly or indirectly via any Gandi service that is subscribed to or connected to Your Gandi handle.

You acknowledge and accept that the use of Our service:

- is expressly forbidden for use in any way that engages or participates in practices that are deviant, abusive, illegal, or prejudicial, and
- must be done so in a way that is strictly legal and that respects all applicable and regulatory laws, and if applicable, the country in which You are located and perform Your activity, or the destination where You propose Your products and services,
- must notably respect the rights of third parties (intellectual property rights, personality rights, image, honor, and reputation rights, and the right of privacy and the secrecy of correspondence), and
- must be appropriate to the age and sensibility of each of the individuals that any of the content is destined for, directly or indirectly, published or made available to via the technical solutions used.

You acknowledge and guarantee that You, and if the case may be, any person to whom You may have provided any access rights whatsoever to, under Your full and complete responsibility:

- have, for the entire duration of the Contract, all the rights, authorizations, licenses, or any other elements necessary for the use of Our services and any content, directly or indirectly, and You agree that You are able to, at any time, provide, in the event that a third party requests it or in the event of a dispute, provide proof of this, and
- will not use Our services, to participate in, directly or indirectly, any prejudicial, deviant, abusive and/or illegal activity, such as, notably, the use or the attempted use of the content in a way that violates the rights of others and applicable law.

Such usage, of any of Gandi's services, including by any person to whom You may have granted rights of any kind over one of of the Gandi services that You have subscribed to, will be considered as a serious breach of Your obligations.

You acknowledge that according to Our Contracts, any serious breach of Your contractual obligations **such as described hereafter in article 12.2.1, and, specifically in the contractual conditions applicable to the various services if applicable**, is grounds for the suspension and/or early termination of the Contract(s), and therefore the suspension and/or the deletion of Your Gandi account, without notice. In this case, You can not claim any compensation or refund from Gandi.

Additionally, You expose Yourself to prosecution by any third party who was wronged because of the consequences of any violation of applicable law and the rights of third parties, in addition to the application of penalties set forth by the laws of France and Your responsibility with regards to Gandi.

Consequently, to avoid the suspension or termination of the services that You have subscribed to at Gandi, it is Your obligation to do everything necessary to constantly adhere to Our Contracts, Our ethics, and applicable law, notably in France.

You agree to act to promptly put an end to any illegal or prejudicial situation that is connected to the use of, directly or indirectly, Our services under Your responsibility, including in the event that You granted a license of use or rights of any sort to a third party.

You acknowledge that You are fully liable, including in case of reselling Our services or in case of a license of use granted to a third party, for professional reasons or not:

- for all and any consequences and/or problems arising from a dispute relative to the choice and use of Our services in a way that does not conform to Our Contracts, including with regards to any person to whom You may have given any rights to,
- for all and any consequences and/or problem arising from a dispute relative to the choice and use of Our services that is in violation of any legal, contractual, regulatory, professional or other, with regards third parties and/or Gandi, and any other person to whom You granted any access rights to of any kind.

You also agree to find a rapid solution to each problem or dispute which may arise with regards to Your use of Our services, directly or indirectly, and, where applicable, to rapidly communicate the identity of any third party which has a license or right to use and/or manage the services operated via Our technical solutions.

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

3.4. Identify Yourself

You must clearly identify Yourself to Our services in order to proceed with the creation of a Gandi handle, which is required to subscribe to and use Our services (*see Article 4*).

It is also Your responsibility to assure comply with the mandatory clauses that pertain to any activity or use of Our services on the Internet, when it is required by applicable law, notably in a way that allows third parties to easily contact You and to notify You of any complaint or content that is illicit or prejudicial.

Notably, for example, You must be sure that each website that You may run via one of the many services provided by Gandi and associated with Your Gandi Account must contain legal mentions.

In any case, You acknowledge that it is Your personal responsibility to strictly abide by all obligations that pertain to You due to Your activity, professional or not, and/or to Your status (registered activity, for example), so that Gandi is never bothered by this, and We recommend that You consult with a legal professional of Your choice in order to be sure that You are in

conformity with all Your legal, regulatory, and professional obligations.

Article 4. Your Gandi Account and the use of Our services

4.1. Your Gandi Account

Any individual or organization, who would like to use Gandi services, must have a Gandi handle, which takes the form of XXXX-GANDI (designated in the Contracts as "Gandi handle").

The creation of a Gandi handle is free of charge, done online, and without Our manual processing, and only takes a few minutes.

Our website will inform You of the information that is needed in order to create Your Gandi handle.

This is mainly the following information: first and last name, or company name and its legal representative, street address, active telephone number that You can be reached at any time, fax number (*if You have one*) and a valid email address that You consult on a regular basis, and if applicable, the name of the organization on whose behalf You are acting.

Your Gandi handle and identity and all the contact information that You provided, and are associated with it, are necessary for the validation and processing of any service or option that You order at Gandi, as well as during the entire duration of Your Contract and for the use of Our services.

Note that Gandi uses Your declared e-mail address to contact You within the framework of the service, in particular to send You any Notification (*such as this term is defined below in Article 7*). Thus Your declared e-mail address must be valid, and the associated mailbox must be checked and read regularly (*i.e. every day or every two days*).

The information associated with Your Gandi handle are provided by You, and are under Your sole and entire responsibility throughout the duration of Our Contracts.

You commit Yourself to guaranteeing that this information is always exact, complete, reliable, and up-to-date, and to correct it on Your own when necessary as well as on Our request.

You also agree to provide all the proofs of ID that We may request from You (Photo ID, certificate of incorporation, authorization, etc.) within the deadlines We provide, to complete an order, and including within the term of the Contract.

If the data is false, incorrect, incomplete or out-of-date, and/or if You do not follow-up to Our Notification requiring to update Your data or to provide proof of ID, We shall be entitled to suspend and/or cancel Your Gandi Account and/or any or all services that are associated to it, for no reason other than this serious breach of Your obligations, without You being entitled to claim any reimbursement or compensation (*see Article 12.2.1*).

Your Gandi handle and all of the information that You provided that are associated to it, are necessary for Your identification by third parties that need to contact You, notably in the case of a problem or dispute connected to the use of Our services that are performed under Your full responsibility.

4.2. Your Access Codes

Your Gandi handle is associated to a confidential password that You chose at the time of its creation.

Your Gandi handle and the associated confidential password are designated together in Our Contract as Your "Access Codes", and allow You to be identifiable to Our services.

Each password is, and must remain, strictly personal and confidential.

It is placed under the responsibility of its owner, who must take all necessary precautions in order to preserve its confidentiality and integrity.

You must notably take all appropriate measures to assure that Your handle and its associated password remain secret, and are not lost or stolen.

You agree to formally notify Us as soon as Your access codes (handle and passwords) have been lost or disclosed to an unauthorized third party.

By default, and until You have notified Gandi, all access to Your Gandi Account, or operation performed using Your access codes is deemed to have been done under Your responsibility and with Your permission.

4.3. The creation and management of a User Account or Administrator under Your full responsibility

Depending on the offer that has been chosen, You may create, from Your secure management and administration interface, via Your Access Codes, "user" or "administrative" accounts under the conditions and means that are applicable to the service in question.

Gandi does not manage the accounts and passwords of those to whom You may have granted any access or management rights (*Administrator*, or *User* for example) however, which are placed under Your sole and full responsibility.

Each of the Users or Administrators will have a completely distinct personal password from Your own Gandi Access codes.

It is Your obligation to be sure that the passwords chosen offer a sufficient level of security (number and type of characters).

The management and responsibility of the user or administrator accounts is fully incumbent on You, and Gandi cannot act, nor can Gandi be held or accused in any way of being liable with regards to this, notably in the case of the loss, divulging of, whether

accidental or not, or the theft of any of the passwords associated to a User and/or Administrator account that You may have created.

You must assure, at Your own risk, that any user or administrator, or any other person to whom You may have granted, if the service subscribed to allows it, any right whatsoever to one of the services connected to Your Gandi Account, conserves the confidentiality of their password.

Therefore, it is Your obligation to take any action necessary by Yourself, and notably to change or delete the access given to any particular user or administrator, notably in the event of a loss or theft.

The concession of any right, or the delivery of any authorization whatsoever is done at Your own risk, since You will remain, with regards to Gandi, fully responsible for any use of Our service, directly or indirectly, including by these persons.

At any rate, and whatever service is concerned, any use of a service that You may have subscribed to via Your Gandi handle or attached to Your Gandi Account, will be reputed to have been done, if not for You, with Your agreement and under Your responsibility.

You agree to assure that any user, administrator, or any other third party that has access or rights of any kind to Our services through You, respects Our Contracts and applicable law, under Your full responsibility.

4.4. Your secure administration and management interface

Your Access codes allow You to access the secure web-based administration and management interface that is associated with Your Gandi Account and the services that are associated with it, in an autonomous manner, via Our secure website (hereafter referred to as "Your management and administration interface").

Your management and administration interface allows You to, in all autonomy, and with the help of Your access codes:

- to modify and update the contact information associated with Your Gandi Account, or if applicable, a specific service, and to activate or deactivate the Private Domain Registration service for Your Gandi handle,
- to subscribe, consult, modify, and/or cancel a service, activate or deactivate a service with Gandi,
- to follow the status of Your orders in progress,
- to consult, save, and print, for personal reasons within the framework of Our contractual agreement, the Contracts that You have accepted for the various services that are associated to Your Gandi Account,
- to access recent notifications that Gandi has sent to You, and which are stored there, besides the email that was sent to the address associated to You handle,
- to consult and print recent invoices that correspond to the services that You have subscribed to with Gandi, associated to Your Gandi handle,

- to manage Your Gandhi Prepaid Account, view its balance history, and credit it through the means made available on Our website.

You acknowledge and accept with respect to this, that the data provided to Gandhi and gathered by Our system are saved and are the object of data processing, for the needs and within the framework of Our contractual relation with You, in conformity of the applicable laws (see the Article on "Personal Information").

You agree and accept that within the framework of Our relations, as in the case of a dispute concerning the termination or execution of the Contract and the use of Our services, of Your Gandhi handle or the access codes of Your administrators, contacts and/or users, the connection logs of Our system are considered authentic.

Therefore they are proof of:

- any subscription, cancellation, or renewal of any service,
- any activation or deactivation of an option,
- any use of Your access codes and Your Gandhi account, and
- any action on Your Gandhi account and moreover on all or some of its associated options or services,
- the good execution of Our Contracts.

This data is stored for the legal duration necessary for the administration of any proof to this effect.

Article 5. Contractual process

5.1. Detailed presentation of Our offers

We supply all Our services directly from Our website by means of Our interface, which can be accessed at the following Internet address: <http://www.gandi.net>.

Our web site allows You to view the details of the technical, contractual, and price conditions applicable at the time of Your subscription, for each of the services We provide, and to accept them prior to subscribing to any of the services.

5.2. Subscription via Our website and Your access codes

It is through an automatic procedure that is simple and rapid, that You may proceed with all Your orders or subscription to services or options at Gandhi.

Our order interface describes, for each of the services offered, the process to be followed in order to complete Your order, as well as displays the price and payment means for the various offers. You are guided in a step-by-step manner in Your purchase, and may get additional help at each step.

This interface allows You to see the various contractual and technical limitations as well as the prices that are applicable at the time of Your order, and to the accept prior to the subscription of any service, to verify the orders that You placed before confirming Your choice and proceeding with payment according to the means that are applicable to the service subscribed to.

Some services may require a specific payment means, such as, for example, Your Gandhi Prepaid account, in conformity with the conditions applicable to the Gandhi Prepaid Account (Annex to Gandhi's General Service Conditions) and the service concerned.

5.3. Summary and confirmation of Your order

Once Your order has been placed on Our web interface via Your access codes, You will be presented with a summary of Your order that lets You verify the accuracy of the data provided, and to update them if needed, before confirming Your choice, to validating Your order, and to proceed with the payment of Your order according to the payment means that are possible for the service subscribed to.

Within the framework of the confirmation of Your order, You will be asked to confirm Your acceptance of Our Contracts. Our Contracts are visible at any time on Our website, and will be presented to You for accepting during the subscription process for each service or option.

Once You have placed and confirmed Your order, You will receive a notice of Your order in progress at the email address associated with Your Gandhi handle.

Additionally, You may follow the progress of Your order on Your secure management and administration interface, with the assistance of Your Access Codes, in addition to being able to view notifications from Gandhi on the same page.

5.4. Rates - Means of payment - Billing

You can view the prices of all Our services at any time, directly on Our website, and therefore see them before You subscribe to any service provided by Gandhi.

For services that are not free, You will pay for Your order according to their current price and payment means that are applicable to the services chosen.

It should be noted that Our prices do not take into account expenses resulting from Your equipment, Your connections, and electronic communications necessary for the use of Our services, which shall remain incumbent on You and be under Your sole charge and responsibility.

You acknowledge that We are only contractually bound to process Your orders on receipt of their full payment within (7) business days following the receipt of the full payment.

You must take into account the delays that are inherent to the type of payment that You have chosen, so that You can be sure that Your payment will be made in time.

If We do not receive Your full payment, and if no payment is received within the necessary deadlines by any of the payment means that are accepted by Gandhi for the service in question, We will cancel Your order.

Your payment is irrevocable, except under the applicable legal conditions and exceptions that are stated in Our Contracts.

If the payment is rejected or canceled (either check or credit card payment), and if You fail to reply to Our e-mails requesting payment, then You may not claim any right to the service subscribed to, and if it is a renewal, We will no longer maintain the service in question. You therefore risk a rupture in service in the event of non-payment.

If the payment is made by check, make sure to write the necessary reference number, which is provided to You at the time of Your order when You perform it on Our website, on the back of the check. If this is not done, We will be unable to complete Your order.

In the event that Your check bounces, You must pay for Your order by any of the other accepted means of payment at Gandi for this service, for an amount equal to the initial amount of the transaction, in addition to bank penalty fees that We may have incurred due to this.

In any event, You cannot lay claim to any refund from Gandi whatsoever for any expenses they You may have incurred as a result of making the payment, which was not able to have been validated within the necessary deadlines, which includes, but is not limited to, postal fees for sending the check or bank fees tied to a bank transfer.

As mentioned above, for some services, Your payment can only be made through a Gandi Prepaid Account, which must be sufficiently credited beforehand, so that payment can be made (as indicated in the contractual annexes to the present Contract).

Its creation is done online automatically, is free, and only takes a few moments. This Gandi Prepaid Account is associated to Your Gandi Account and is managed, like all Our services, from Our secure website, accessible via Your Access Codes.

The contractual conditions that are applicable to the Gandi Prepaid account are annexed to Gandi's General Service Conditions, and are visible online at any time on Our website, on Our [Terms and Conditions](#) page.

Your Gandi Prepaid account must have enough credit to cover the payment of the services subscribed to, otherwise We will be unable to process Your order or provide the requested service, since Gandi only acts upon the reception and validation of the complete payment of the service provided.

The invoice corresponding to the services ordered will be made in the name and the address of the Gandi handle used to paid to the service.

Article 6. Service Activation - cancellation rights

The activation corresponds to the time when the service is made available to You.

You will be notified of the activation of the service by email at the address that You have provided and is associated with the Gandi handle that was used to subscribe to the service.

The activation of any paying service that is provided by Gandi first requires the validation of Your complete payment according to the payment means that are applicable to the service in question, or any special contractual conditions of that service.

The customer, qualified as a consumer in accordance with applicable law, explicitly acknowledges that execution of the Gandi service shall start as soon as its full payment has been received, i.e. before the period of seven clear days mentioned in applicable law concerning cancellation rights.

Consequently, and in accordance with applicable law, the withdrawal right shall not be applied at the time of first subscription, or at the time of subsequent orders or renewals.

Article 7. Communications and Notifications

All communications or notifications sent by Gandi in application of Gandi's General Service Conditions shall be sent to You by e-mail, to the e-mail address You entered and declared, that is associated with Your Gandi Hosting Account (designated in Gandi's General Service Conditions and in each of Our Contracts as, "Notification" or "Communication").

You must therefore ensure that the said e-mail address is regularly updated and read. You acknowledge that You are fully responsible, and that Gandi cannot be held responsible for any consequences following Your non-compliance with this obligation, particularly in the event that You fail to receive a Communication or Notification because You have provided an invalid or out-of-date e-mail address.

You agree that all Communication or Notifications sent to the said e-mail address shall be reputed to have been successfully sent to You, received, and read by You within five (5) days of being sent. You acknowledge and accept that Our systems are reliable with regards to this.

For Your communications and notifications addressed to Gandi, in addition to the information indicated on Our website, You may also use the support contact form that is specifically for this purpose.

Article 8. Forums - Assistance

Gandi provides You with a customer care service (support) that can be accessed, in particular, through Our website and by e-mail. We agree to do everything possible to reply to You as soon as possible (*as an example, We do everything possible to reply within three days of receiving a claim, unless there is a special exception*).

In addition, You have free access to a community of Gandi service users (Forum) on the Gandi website (notably the GandiBar, GandiKitchen, and Gandi Groups, which You can use for correspondence with other users regarding technical or practical

questions linked to the use of Our services. Documentation is also available on Our website at the following address: <http://wiki.gandi.net/>, which functions as an interactive Frequently Asked Questions space, which is open to everyone. **These community resources are provided for information and example purposes, and are non-contractual.**

Except where technical assistance is provided through Our peer-to-peer community-based support (wiki, forums, etc.), You can send Your support request by e-mail to the customer care (support) department, or by any other means if this is impossible, indicating Your Gandi handle, and the nature of Your request.

Article 9. Duration - termination

Gandi's General Service Conditions take effect upon Your accepting them, during the creation or modification of the Gandi handle that is attached to them, or during the subscription of any service to this Gandi handle. They will remain valid during the full duration of the service in question, unless You have accepted a newer version of Gandi's General Service Conditions during the modification of Your Gandi handle or the subscription to or renewal of a service via that Gandi handle.

The term of the Contracts applicable to each of the services begins upon their acceptance, and is valid for the duration You have chosen.

You acknowledge and accept that Our systems are true and can provide proof of this.

Gandi cannot, however, be contractually bound to supply services for any services or options until We have first obtained full payment (payment received and validated) for the option or service ordered.

Our Contracts will remain valid during the full duration of the service in question, unless You have accepted a newer version of Gandi's General Service Conditions during the modification of Your Gandi handle or the subscription to or renewal of a service.

Once accepted, You will benefit from the service that You have ordered or renewed, for the duration that You have chosen and according to the conditions and means that are applicable to the service in question, as specified if applicable, in a complementary way in the contractual conditions that are applicable to this service.

The service subscribed to terminates upon the expiration of the duration that was chosen, if applicable, unless in the case of early cancellation and according to the means described hereafter (Articles 11 and 12) and in the respective contractual conditions that are applicable to each of the services or options.

Consequently, the service will be terminated upon expiration if, at the end of the period, You do not renew, or if Your payment was not received and validated within the mandatory deadlines.

The consequences of the Contract's termination are described in Article 13.

Article 10 - Renewal

10.1. Express renewal (by default)

By default, renewal is not automatic at Gandi for any of the services.

It must be expressly requested and paid (payment received and validated) by You (through Your Access Codes) via Our web Interface.

10.2. Tacit renewal (optional)

Some services allow You to use tacit renewal (automatic renewal).

Any renewal of a service, whether manually or automatically, according to the conditions and means that are applicable to each of Our services, **implies the reception and validation of full payment.**

Whatever means of payment that was used, We strongly recommend renewing the service sufficiently in advance, by taking into account the deadlines that are inherent in the payment means chosen, in order to avoid any service disruption.

Our Contracts specify the deadlines under which You may renew the service, and consequently, proceed with the complete payment sufficiently in advance.

If these deadlines are not met, the renewal of the Contract without a rupture can not be guaranteed, and Gandi can not be held responsible for this.

Article 11. Your right to early termination

Each of Our Contracts allow, if applicable, and if compatible with the service concerned, the early termination of all or some of Gandi's services associated to Your Gandi Account, including during the term.

The Contracts that are specific to each of the services respectively state the conditions and means of terminating them, and any conditions and means of refunds when possible for the service in question.

You must take all useful measures to assure, if applicable, the backing up of Your Contents or settings on a medium that is outside Gandi, or to assure their transfer to another provider than Gandi, prior to termination.

You must also assure, as the case may be, to take all useful measures with regards to all the beneficiaries of Your services (notably administrators, users, or customers).

Article 12. Suspension/Termination by Gandi

12.1. Suspension/Termination with notice

Any failure to abide by Your contractual obligations, for whatever

service, which have not been corrected within fifteen (15) calendar days of receiving Our Notification to do so, may be grounds for the early termination of the Contract and the associated services, and/or the suspension of Your Gandhi Account, without You being entitled to any reimbursement or compensation.

If You have granted rights to any users, You shall take full responsibility for this breach of Your contractual obligations, in such a way that Gandhi is never bothered in any way and You shall guarantee to Gandhi to indemnify and hold harmless Gandhi in the event of a complaint from a user or any other third party that may take action directly against You.

12.2. Suspension/Termination without notice

12.2.1. In the case of a serious breach of Contract

You acknowledge that any serious breach of Your contractual obligations with regards to Gandhi is grounds for the suspension or early termination of the Contracts, and therefore the suspension or the cancellation of any of the services, and/or the suspension, deactivation, or even deletion of Your Gandhi account, without notice.

You will not be entitled to claim any compensation or refund from Gandhi for this act.

On the other hand, You specifically agree, in the event of a breach of Your obligations, the fees connected to the administrative processing of Your case may be billed to You. Note that these fees may be directly debited from Your Gandhi Prepaid Account if it has sufficient credit.

Additionally, You expose Yourself to prosecution for the prejudice caused to third parties, in application of the penalties mentioned under applicable law, and Your responsibility with regards to Gandhi.

For whatever service You may have subscribed to, You acknowledge that the following elements are considered as being serious breaches of Your contractual obligations:

- if You deliberately provide fictitious, incomplete, inaccurate, or outdated contact information for You or Your contacts, administrators, or users, or if You do not update Your contact information on Your own, or upon request, or not providing Us with the requested proofs of ID corresponding to Your declared identity, within 15 calendar days of Our notification of this,
- if We are made aware of, or discover that You provide, or are engaged in, in any way, directly or indirectly, through Our services:
 - any provocation, eulogy, or encouragement to commit crimes or offenses, and particularly crimes against humanity,
 - eulogy or encouragement of racial hatred,

- activity or Content of racist, xenophobic, or negationist character,
- activity or Content of pedophile character, or that is liable to constitute or be associated with, either directly or indirectly to it,
- child pornography, or the apology or trivialization of such acts, the eulogy or encouragement of violence, suicide, or the use, production, or distribution of illegal substances, or acts of terrorism,
- if We are informed of or discover that You participate in, directly or indirectly, via Our services:
 - any attack or hacking of a third party's computer system, or
 - the illegal collection, processing, or transmission of data, or
 - any computer attack or nuisance, of any kind whatsoever, whether or not this nuisance concerns Our services, or Our IT system, or any other service connected to the Internet,
 - to any spamming activity listed in the "SPAMHAUS" registry (Spamhaus Register of Known Spam Operations – ROKSO, freely available for viewing at <http://www.spamhaus.org>). You shall not resell any or all of Our services to any person that is listed in this registry, in any way,
 - to any infringement of applicable law in any way (for example using an automated script),
- if You perturb Our services or attack Our IT system, notably by the use of Our services (especially Our additional optional services) perturbs the overall good functioning of Our system and/or is contrary to the technical limits and conditions that are specific to each service (for example if You engage in the mass sending of unsolicited emails via Our email forwarding service or GandhiMail),
- any infringement, directly or indirectly, of Gandhi's intellectual property (in particular its trademarks, logos, graphic charter, etc.)
- not paying Your dues within the mandatory deadlines and despite Our request to do so (notably if Your payment has bounced or was canceled because Your credit card or check payment was canceled)

In the event of a serious breach of Your obligations, the fees connected to the administrative processing of Your case may be billed to You, in addition to the application of a penalty tied to the fees due to any reactivation of the service if required. My mutual agreement, these fees may be directly debited from Your Gandhi Prepaid Account if it has sufficient credit.

12.2.2. If Gandhi is under legal obligation

You accept that, in accordance with applicable law, We may proceed with the immediate suspension or deletion, **without notice**, of all or some of the services subscribed to and/or Your

Gandi account(s) and, consequently, any service or option that is associated to Your Gandi Account:

- to meet any legal obligation or regulation, or in application of rules that govern Our activity as a technical intermediary, notably as a domain name registrar, or
- when ordered by a competent authority (in particular through application of a judicial or extra-judicial decision).
- If We receive a formal complaint in due form in accordance with applicable law concerning all or some of Your contents, within the framework of a service that involves one of Our hosting solutions.

You acknowledge to be informed of and to accept that in the case and means described in Article 12, Gandi would have grounds to suspend or terminate Your Gandi account early, and consequently, any service or option associated with Your Gandi Account.

In any case, You can not claim any compensation or refund, and You expose Yourself to the prosecution and payment of damages and interest in the event of a prejudice to a third party, in addition to the application of penalties set forth by applicable law, without Gandi being liable due to this.

You acknowledge that Gandi cannot be held responsible for the direct or indirect consequences that are connected to the suspension or cancellation of all or part of a service due to a breach of Your contractual obligations in the conditions stated in the present article.

Article 13. Consequences of the end of the Contract

Upon the expiration of the Contract, or in the event of the early termination of the Contract, for whatever reason, You cannot claim any right to any of the services concerned by the Contract in question.

The contractual conditions that are applicable to each of Gandi's services set forth, if applicable, the consequences, notably technical, of the end of the Contract or the early termination of the Contract and/or all or part of the services subscribed to.

In any event, Gandi cannot be held responsible for the consequences, notably technical, that result from the suspension or the termination of the Contract.

Article 14. Technical interventions by Gandi

Gandi intervenes, in its role as a technical services provider, for the purpose of ensuring the proper operation of its services, the safety and stability of the system.

In that respect, Gandi may technically intervene in the following circumstances:

- to provide services included in the subscribed offer,
- to stop a malfunction inherent to Our system, or correct an error,
- to carry out a maintenance operation,

- in case of trouble affecting the safety and/or the stability of the system,
- as part of Our customer service, with Your consent, and if Our intervention turns out to be necessary.

In any event, if it is absolutely necessary, We shall reserve the right to interrupt some or all of the service in order to perform a technical intervention, particularly in the case of defective operation, or to improve the operation, or to perform any maintenance operation.

We shall do everything necessary to limit the time of the said interruption as much as possible and, if possible, We shall give You reasonable prior notice, indicating the date, the type, and the duration of the intervention, so that You can make all the necessary arrangements.

However, You acknowledge that We will not be able to give You prior notice in the case where the service interruption is due to an external reason (in particular, one that would be inherent to Internet itself) or if it is explicitly requested by a competent authority in application of applicable law.

In any case, You acknowledge and accept that Gandi can not be held liable for any technical interventions that needed to be performed within the framework of the present Article 14.

Article 15. Force majeure

Gandi shall not be responsible for the total or partial non-execution of its services, nor be held responsible for non-execution or delays in the execution of an obligation of this Contract, or any consequences thereof, which results from a case of force majeure or an event beyond its control, according to applicable law.

It is explicitly agreed that, other than those which are normally accepted by applicable law, the following shall be considered as cases of force majeure: all strikes, whether total or partial, lock-outs, boycotts, or other actions of the same type, civil disorders, epidemics, fire, computer breakdown, blocking of networks and communication systems, attacks by one or more hackers, or any other event beyond the control of the parties, which prevents normal execution of the Contract.

Where such a case of force majeure takes place, the obligations of this Contract shall be suspended.

If a case of force majeure continues for more than one (1) month, and if it applies to the service (when the service is one that is provided over time, contrary to services that are performed instantly), the Contract shall be automatically canceled with no legal formalities, except where explicitly agreed otherwise by the parties.

Article 16. Exclusions and limits of Gandi's liability

No matter what service or option that You may have subscribed to, in addition to the exclusions and limits of liability that is specific

to each of Gandi's offers that You will find in each of the corresponding Contracts, We decline any and all responsibility:

- problems due to the inadequacy of Your equipment and Your Internet connection (expressly excluded from the contractual framework) necessary for the usage of Our service, their defective or poor utilization, and particularly if this use does not respect the technical conditions and limitations that are specific to each of Gandi's services, which are visible on Our website,
- unavailability of Our services caused by a failure of one or several technical parties involved (Internet, telecommunications companies, Registries...), since We are not in control of the Internet network,
- difficulties in accessing Your websites, Contents or services hosted, due to saturation of the networks at certain periods, and/or due to the technical characteristics and limits of the Internet and access to the Internet, which You declare You are well aware of, and therefore We cannot be held responsible for this in any way whatsoever,
- due to damages that Your equipment may have encountered while connected to Our infrastructure by the Internet, they being totally under the responsibility of their user(s), Gandi does not have any control over this hardware or software. It is Your responsibility to take all necessary measures to assure the protection of all equipment connected to the Internet,
- the misappropriation, the total or partial destruction of the information transmitted or stored, from the moment that said information circulated via the Internet, and even less so when said destruction is due to the fault, imprudence and/or negligence that is attributable directly or indirectly to You,
- any contamination by virus or other computer contaminant, regardless of the technology used, of Your websites, blogs, contents and/or software, whose protection is under Your responsibility,
- any deterioration due to Your fault and/or Your failure to respect the conditions and technical limits applicable to each of Our services,
- in the event of a suspension or interruption of service for technical reasons or if a maintenance operation is necessary, or an outside force or force majeure, or a legal or regulatory obligation, or in application of the ruling of a judicial authority or an organization that is accredited by a Trustee Authority within the framework of the alternative dispute procedure, or any other competent authority,
- negligence, theft, or communication of the Access Codes associated with Your Gandi Hosting Account to third parties, since it is Your responsibility to keep them secret, and since any use of the Access Codes shall be considered as being made by You or with Your agreement, until You inform Gandi otherwise,
- from consequences caused by any problems in the providing of service to You or the disruption of service following a breach of Your contractual obligations, notably, but not limited to, in the event that You have violated the technical specifications or limitations of Our services and/or the providing of false or outdated contact information and/or not providing the requested documents and proof of ID and/or not paying or not paying within the necessary deadlines,
- of consequences connected to the use of Our services (directly or indirectly, by Yourself or any third party to whom You may

have provided such access, administration or utilization) for illicit or prejudicial means, or in violation of applicable law and/or Gandi's Contracts that are applicable to each of the services subscribed to,

- of any consequence tied to the application by Gandi of a ruling of a judicial authority, of an organization accredited by a Trustee Authority in the framework of an alternate dispute procedure, or any other competent authority, or any agreement that has been agreed to between the parties,
- of any intervention of Gandi, of any kind on Your Gandi Account and/or on the service(s) and option(s) subscribed to in application of a legal or regulatory obligation, the rules under which Gandi must operate, notably as a domain name registrar, of a judicial authority, of an organization accredited by a Trustee Authority in the framework of the alternate dispute procedure, or any other competent authority, or due to a breach in Your contractual obligations,
- of any consequences due to any spamming activity that may be registered in the "SPAMHAUS" registry (Spamhaus Register of Known Spam Operations – ROKSO, freely available at <http://www.spamhaus.org>) that You may be engaged in directly or indirectly or that is noted there,
- due to the presence of the IP address(es) associated with Your domain name, website, blog, or server, in a blacklist,

Additionally, You acknowledge to have been informed that the software that You install and/or use may hinder access to Our services. We decline any and all responsibility due to this. We recommend that You read the documentation carefully prior to using them, and in getting advice with regards to them from competent people.

You acknowledge that Gandi is not subject to any general obligation to monitor the Contents or applications transmitted or stored through Gandi. Although Gandi reserves the right to proceed with verifications, We have no obligation to perform any active search for incidents or circumstances involving illegal or prejudicial activities.

It is explicitly agreed by the parties that Gandi may not be held responsible for any tangible or intangible prejudice, whether direct or indirect, which could result from Your use of its services, negligence or incorrect use, the unsuitability of its services in regard to Your needs, or breach of Contract due to Your failure to respect Your obligations, or any prejudice, whether direct or indirect, whether commercial or linked to an operating loss.

In any event, in the case where the responsibility of Gandi would be demonstrated, You cannot claim any indemnification greater than the amount which has been paid to Gandi in return for the concerned service, and corresponding to the actual unavailability/dysfunction period for this service, except when stated otherwise in this Contract.

Article 17. Intellectual property rights

All of the data contained on Our website and notably including but not limited to the distinctive signs and images, texts, and logos are protected by copyright and trademark laws.

Any reproduction, even partial, of any of the content of Our website is strictly forbidden. Specifically the name, logo, the name "Gandi" and "gandi.net", and the domain name "gandi" in all extensions, constitute protected denominations that belong to Gandi, that You cannot use in any case without the express agreement of Gandi.

You agree to not publish or reproduce any data that is published on Our website or provided within the framework of Our services other than for Your strictly personal use and in accordance with the contractual conditions of the service concerned and the conditions for the use of Gandi's website.

All copyrights, trademarks, other distinctive signs and intellectual property rights, in particular those present on Gandi's website, or made available to You within the framework of Our services shall remain the full property of Gandi, without You being entitled to claim the benefit of any transfer of a right.

Gandi's software, or software used for Gandi's services, notably software-based, are intellectual works that are protected by intellectual copyright and other applicable laws.

No copying, reproduction, translation, transcription, addition, or modification of the software or the associated documentation is authorized, with the exception of elements clearly defined as under GPL license (open-source software license)

Any use other than what is explicitly stated in the Contract, in the technical conditions, or in the special conditions (*meaning any use other than the one necessary to the use of Our services for the duration of the Contract*), is prohibited and shall lead to civil and penal sanctions, with the possibility of Your liability being invoked in regard to Gandi or any holder or beneficiary.

In compliance with Article 3 above, You agree to respect the intellectual property rights of Gandi and third parties and, more particularly, You declare and guarantee that You hold all rights or authorizations required for the Content that You use via Our technical solutions, in any form whatsoever.

More generally, You agree not to claim any ownership of the machines, media, or infrastructure made available by Gandi in the context of its services.

Finally, You accept that the usage or reproduction of all or part of Gandi's logo on Your website is expressly forbidden unless You first have express permission from Gandi, it being noted that the subscription or renewal of one of Our Gandi services is can in no way be interpreted as Gandi's authorization, which can only be in the form of a written authorization in advance.

You shall not reproduce or modify the software, applications, tools, and interfaces provided by Gandi as well as any of the graphics (for example the graphic charter and logos), which constitute

works that are protected by intellectual property rights and for which the rights shall not be granted to You with the exception of elements that are clearly defined under GPL license (an open-source license).

Article 18. Personal information

Gandi's website and the automatic processing of Your personal contact information have been registered with the appropriate regulatory bodies that govern this activity.

In the framework of its services, Gandi needs to gather and store Your personal information, in addition to data that is collected when You visit Our website, as indicated in Our website Terms of Use.

Personal information that You provide during the subscription and/or use of Our services, as indicated on Our website at the time of their collection, is collected and processed by Gandi in an honest and legal way, in compliance with current applicable law, and in conformity with the present Gandi General Service Conditions, and if applicable, the contractual conditions that are applicable to each of the various services We provide in the manner they are collected and processed.

Gandi only gathers and registers personal information or handles in order to be able to provide You with its services and to abide by applicable law.

You acknowledge to have been informed and to accept that the information that You declare are not only destined to allow Us to easily enter into contact with You, though also, to be able to meet Our respective legal obligations and notably Your obligation of identification for some services such as those indicated below in Gandi's General Service Conditions and, if applicable, in a complementary way in the various Contracts applicable to Our services.

You declare to have informed all contacts that You may have designated, or any Administrator and/or user that to whom You may have created a specific account under Your responsibility (Gandi does not manage these accounts), that these obligations and automatic processing of their information, and You declare to have expressly obtained their permission prior to the fact.

You acknowledge and accept to make it Your personal business to respect applicable law concerning the gathering and processing of personal data that You may perform, directly or indirectly, within the framework of Our services.

All of the data sent to Gandi and collected by Our system are processed in order to allow for the good functioning of the services that We provide to You within the bounds of applicable law.

You acknowledge and accept that, since the use of Our services is done at a distance via Our secure website, in the event of a dispute concerning the conclusion or the execution of the Contract and the use of Our services and Your handles or those of Your administrators, contacts, or users, that the data in Our logs is

authentic and notably the access codes associated to each Gandhi handle or account (contacts, users, or administrators) and the IP Addresses withing the bounds of applicable law.

This information is stored in an internal database.

Gandhi may need to communicate this information, in order to meet a legal or regulatory obligation, or in the framework of any procedure to satisfy the demand of any competent authority (notably a judicial authority, Trustee Authorities, or the registries in charge of the various extensions).

We do not subcontract the processing of this data to anyone, except to Gandhi US, Inc. Our subsidiary, based in the United States, for the needs of Our services, and in the conditions that are in conformity with applicable law. Notably, Gandhi US, Inc. adheres to the principles of Safe Harbor (<http://www.export.gov/safehrbr/companyinfo.aspx?id=10131>).

On the other hand, We do not process data that pertains to payments made by credit card, which is done directly on the secure websites of Our banking partners.

We commit:

- to only store the data containing personal information of Our customers for the time needed for the commercial relation and the providing of Our services with the exception of those that are required to prove the right of use, or of a Contract that may be archived for up to ten years, in accordance with applicable law
- to only gather and process information that is necessary to the good functioning of Our services and to respect Our legal obligation, notably concerning the communication of data that can allow for the competent authorities to identify You,
- to take all the precautions necessary to ensure the security of this data,
- to take all reasonable steps to protect Your personal data against loss, inappropriate use, access, alteration, or unauthorized destruction, and to enable You to exercise Your right to access, rectify, and object to the data,
- not to resell Your personal data unless with Your agreement. In order to protect Your rights, We check by default a box that corresponds to an action protecting You against the transmission of Your personal data to third parties.

You have the right to access, rectify, and object to Your personal contact information, as the owner of a Gandhi Handle, and this, for all services that You have registered with Gandhi.

You can exercise Your rights at any time by contacting Us at the address indicated on Our website, in the legal mentions page, or on Our website at <https://www.gandi.net/admin/domain/update/contact>

In addition to the present Gandhi's General Service Conditions, the contractual conditions that are applicable to each of the services provided by Gandhi may respectively specify the data that must be collected for each of the services, how that are processed and stored, as well as, if applicable, the ways that You can exercise

Your right to access and oppose the personal data the concerns You if they are different than those described in the present Gandhi's General Service Conditions.

Article 19. Reselling Our services

When You are authorized to resell Our services by the contractual conditions that are applicable to each of Our services, You must always respect all of Our Contracts as well as French law, and to be sure that Your own customers also respect French law and the rights of third parties.

By reselling Our services, You commit to:

- offer Your clients the same level of service quality as provided by Gandhi, and to respect the same ethical standards in this context,
- passing on to Your own clients at least the obligations stated in this Contract,
- ensure that Your clients respect all the obligations stated in this Contract,
- respect all the obligations and responsibilities resulting from the Contract with regards to Your clients and/or third parties, in addition to those incumbent on web hosting companies, according to applicable law,
- abide by applicable law pertaining to the protection of personal information,
- act in a way which ensures that Gandhi is never bothered due to Your activities and/or Your use of Our services, whether professional or not, including as a reseller,
- Assure that, before reselling any of Our services, that Your customer does not participate, directly or indirectly, in spamming activity, registered in the "SPAMHAUS" registry (Spamhaus Register of Known Spam Operations – ROKSO, freely available for consultation at <http://www.spamhaus.org>), and/or is not listed in it, and You guarantee gandi of this,
- defend and hold harmless Gandhi to any prejudice or any sentence that should result, either directly or indirectly, from Your activities and Your use of Our services, or the use of third parties through Your intermediary. This obligation shall survive the termination of the Contract,
- insure Your activity in order to cover all damage that it may incur, and to be able to effectively guarantee Your commitments with regards to Gandhi.

In the event of a cessation of Your activity, You will find someone to take over the management of the services associated with Your reseller account, and to inform Your customers of this.

We may help You find Your replacement, or may offer to handle the management of the aforementioned services directly ourselves for Your customers.

You therefore give Us authorization to directly contact customers that benefit from Gandhi's services that You resell, in order to allow Us to take over the management of the services subscribed to. Gandhi will give full liberty to Your customers to choose another provider if they so wish, within the limits of Our Contracts.

At any rate, it is Your responsibility to assure that You already have obtained the agreement of You customers with regards to Our recovery of Your customers in the event that You stop using or close Your reseller account for any reason, or cease Your activity.

Article 20. Assurance

You certify that You have taken out the insurance necessary to cover the risks linked to Your activities and Your planned use of Our services, with a reputedly solvent insurance company, covering all the financial consequences of Your liability due to direct or indirect damage caused to Gandi and/or all third parties in the context of this agreement's execution, and, if applicable, all direct or indirect damage that You might suffer in the context of the use of Our services or use of the Internet for Your activities.

You agree to keep all Your insurance contracts current, and to make all due payments, in such a way that You are effectively covered and able to prove this immediately upon request.

Article 21. Modification of the Contract and prices

The Contract, including the prices of Our services, shall be subject to modification, in order to take into account any legal or technical change or change in jurisprudence.

Subsequent revisions and modifications of Our Contracts and of Our rates that are published on Our website, which will always display the applicable versions.

New versions of Our Contracts will be submitted to You for accepting on Our website when You perform an update to a Gandi handle that is attached to Gandi's General Service Conditions or any other Contract that is specifically applicable to the service or any subscription or renewal of a service. The new Contracts will take full effect.

You will be notified of them, including during the duration of the Contract, by email, one month before they take effect, except in the case of an emergency that risks to jeopardize the stability and security of the platform and/or Our services, which will not allow Us to keep to this time frame.

In this case, the customer, defined as a "consumer" according to applicable law, may, if they refuse the changes made to the Contracts, terminate them within four months after the changes take effect under the conditions set forth in section 11 above, without penalty or fee. Past this deadline, if the customer has not accepted the changes to the Contracts, the new contractual conditions will be put into force without any further notification.

Article 22. Transferability of the Contract

You acknowledge and accept that Gandi reserves the right to transfer the rights and obligations of this Contract to any other company.

However, **You may not transfer a service to a third party**, unless for legal reasons (fusions, acquisitions, etc.) or unless this is exceptionally and explicitly agreed by Gandi and the beneficiary, and validated on a case-by-case basis and, if applicable, according to the special conditions that are applicable to a given service.

Article 23. General provisions

Our tolerance, if any, of a breach of Contract on Your part, can not be considered as a waiver of Our right to invoke such breach.

In the event of any clause of the Contract being declared void or non-enforceable by a competent court, it shall be declared unwritten, and other stipulations shall remain in force to their full extent.

In compliance with applicable law, this Contract shall only have effects between the contracting parties, and may not be invoked by third parties.

Article 24. Applicable law - Jurisdiction

This Contract is governed by French law with regards the rules of both form and substance.

Only the text of the French version of this Contract shall govern in the event of a dispute of interpretation of the present Contract.

The parties should endeavor to settle any dispute concerning the validity, interpretation or execution of this Contract on an amicable basis.

You acknowledge to have been informed of and to have explicitly accepted that where no amicable resolution can be found, in accordance with the texts that are applicable to Us, and unless there is a provision to the contrary, any dispute regarding the interpretation or execution of any of Our Contracts may be brought before the French courts.

In addition, You acknowledge and agree that, notably in the case that You need to act on Your guarantee to hold Gandi harmless, You may be brought before another jurisdiction in which the procedure may have been launched by a third party or on their behalf.

ANNEX 1 OF GANDI'S GENERAL SERVICE CONDITIONS: "GANDI PREPAID ACCOUNT" CONTRACT

The present Contract is an annex to Gandi's General Service Conditions which are an integral part of Our Contracts, and to which You also accept to abide by, without condition or reserve.

It is presented to You when You create Our Gandi Prepaid Account via Your web management interface. This Contract, like all Our Contracts may be viewed at any time on Our website.

Capitalized terms used in the present Gandi Prepaid Account Contract are defined in Gandi's General Service Conditions unless otherwise defined in the present Contract.

Section 1. Why a Gandi Prepaid account?

Gandi offers You the possibility of using its "Gandi Prepaid Account" solution.

As soon as You have a Gandi Prepaid Account, You can benefit from having funds that are readily available (Section 3 hereafter) that You can use to pay for Your purchases at Gandi, and that can be refunded to Your if You no longer need it or if You request the closing of Your Prepaid Account (Section 6).

Your Prepaid Account is designed to facilitate payment between You and Gandi, and consequently:

- allow You to pay for all sums due to Gandi (*payment for services, fees, etc.*) with the funds that You have credited to Your Prepaid Account beforehand to this effect,
- allow Us to refund to Your Prepaid Account, as the case may be, any amount remaining in the context of an offer without obligation, and/or to perform any refunds in application of Our Contracts.

Our "Prepaid Account" solution is designed to allow You to:

- simplify Your payments and optimize the processing of Your orders: You no longer need to pay by credit card or check for each order that You want to place!
- centralize Your payments for all services ordered from Gandi, and to have a follow-up and tracking tool for payments, and to activate, if You wish, monthly billing for all of Your orders (*for services that have a billing frequency that allows this*),
- make the payment of some of Your orders automatic, in particular by putting into place an automatic renewal option for some of Our services,
- put in place an alert that will inform You when the balance of Your prepaid account is below a threshold that You specify.

Section 2. Opening a Gandi Prepaid account

A Gandi Prepaid Account is attached to a Gandi Handle.

You may, however, associate Your Prepaid Account to a pre-existing Gandi handle if You are already a Gandi customer, or create one for free via Our website.

A Gandi Prepaid Account can only be associated to one handle, and can only be used as part of Our contractual relations, after You have logged into Our website via said handle and its associated password (Your Access Codes).

The identity and address that You have declared for Your handle are required to create and use Your Prepaid Account, and is what will appear on the invoices corresponding to the payments made via Your Prepaid Account, and receipts sent to You following the crediting of Your Prepaid Account.

Section 3. Crediting of Your Gandi Prepaid Account

3.1. Means of crediting

To use Your Gandi Prepaid Account to pay for Your purchases of Our services, Your Gandi Prepaid account must have first been credited for enough to cover the total amount of each of Your orders.

The crediting of Your Prepaid Account is made via Our website, after You have identified Yourself (through Your handle and password) according to the means specified on Our website, and notably by:

- credit card, via the secure website of Our bank partner (Your Prepaid Account will be immediately credited upon the acceptance of Your payment), it being specified that, in accordance with Gandi's General Service Conditions, We neither gather nor store the credit card numbers of Our customers; that information is processed by Our bank partner, and payment is made directly on their secure website,
- a check payable in France, from an agency in France: You must write the transaction number of Your corresponding order on the back of the check so that We can identify the Account to credit, and thus validate the check,
- bank transfer: You must indicate the transaction number corresponding to Your order in the comments of Your transfer order, so that We can identify the Account to credit and thus validate the transfer,
- PayPal.

Consequently, You may choose the means of crediting Your account that You wish, and can even change it for each transaction (for example, credit it by credit card the first time, and then by bank transfer after that).

Upon the reception and validation of Your payment, You will receive an e-mail confirming the crediting of Your Prepaid Account, as well as a link that will allow You to access Your receipt, which may be viewed at any time in the "billing" section of Your Interface.

3.2. Special conditions for payment by check and bank transfer

You explicitly agree and acknowledge that the crediting of a Prepaid Account cannot be performed by check or wire transfer for any amount under five (5) Euros.

You acknowledge and accept that checks and bank transfers less than this amount will not be taken into account by Our services and will be sent back to You. Your Gandi Prepaid Account will not be credited, which You acknowledge to have been informed of and to consent to.

In this case, and in conformity with Gandi's General Service Conditions, You cannot claim the payment of or the refunding of any fees of any kind that You may have incurred to proceed with the crediting of Your prepaid account, including the postal fees tied to the sending of the check or the bank fees related to the bank transfer.

If You choose to credit Your Prepaid Account by check or wire transfer, this will only be credited upon the validation and corresponding provisioning of the funds no later than seven (7) workdays following the reception of Your payment, under the condition that Your references are complete so that We are able to complete Your payment.

It is Your obligation to ensure the appropriateness of these delays (*taking into account the postal and/or bank delays*) with regards to the degree of urgency of Your order.

Note that the crediting by credit card is the most rapid means of payment. Consequently, We recommend this means of payment if You must urgently pay for an order.

As a reminder, to avoid any interruption of service, Your payment must be received by Us before the closest deadline (in the case of payment by check or by wire transfer, at least seven (7) days before expiration).

3.3. In the event of a problem with Your payment

You acknowledge and accept that We will be unable to validate Your payment and thus credit Your Gandi Prepaid Account or process Your order if:

- if We receive a check or transfer without the necessary references (transaction number),
- in the case of a crediting of Your Prepaid Account by check or bank transfer for an amount less than five (5) Euros.

All fees originating from such payments remain at Your expense and will be directly debited from Your Prepaid Account (notably postal fees for the returning of a check for example).

You specifically agree that, if the cashing of Your payment is rejected or canceled:

- either Your prepaid account has enough credit for the regularization of this payment and We will directly debit the amount corresponding to the rejected or canceled payment from Your Prepaid account, and We will Notify You of this,
- Or this regularization is not possible because You do not have enough credit in Your prepaid account: You You will need to regularize this by another means (in conformity with a means of payment accepted by Gandi and explained on Our website), within the deadlines that We notify You of.

Otherwise, if no regularization occurs within the specified deadline, We will act upon Your renunciation of Your order.

If from this act, **services already supplied become unpaid, We will have grounds to deactivate Your handle and/or any or part of the services associated** to the Gandi Prepaid Account, in addition to legal action against You for non payment.

In the event of a canceled check payment, regularization shall be made by bank transfer, for an amount equal to the initial amount of the transaction, including any additional fees that were charged to Us by the banking institution.

Section 4. Functioning of Your Gandi Prepaid Account

Your Gandi Prepaid Account is for the payment of orders that You have placed for Our services; it must have sufficient credit for allowing You to pay for Your orders in full.

You specifically agree that the advance and anticipated payments made to Your Prepaid Account will not produce any interest to Your profit, and that Gandi will not be paid as compensation for the service thus made available to You, except by specific agreement beforehand to the contrary.

To use this solution, You only need to select the Gandi Prepaid Account payment means on the corresponding page, at the end of each of Your orders.

Our automatic renewal options also function with the "Gandi Prepaid Account".

As soon as You choose to pay via Your Prepaid Account, You must identify Yourself on Our website to confirm this payment during each order.

By choosing this solution, You authorize Us to debit Your Prepaid Account for the amounts corresponding to Your orders, and You accept that any refunds that may occur from Gandi, during the course of Your Contract, will be made directly to Your Prepaid Account.

The debits made on Your Prepaid account will follow the chronological order of Your orders, whether these payments are scheduled in advance (automatic renewal) or one-time events (orders for additional options). In the event of automatic renewal, the debit is made the day before the expiration of the service. Consequently, in the event of automatic renewal of one or more services, it is Your obligation to be sure that Your Prepaid Account has enough credit to be able to cover the payment for orders made within the necessary deadlines.

We would like to bring to Your attention the fact that no partial debit can be made: the Prepaid Account is only debited once the total is enough to cover the totality of the order waiting for payment via the Prepaid Account. Consequently, if Your Prepaid Account is not sufficiently credited to cover at least the exact total of Your order, You will need to credit Your Prepaid Account with enough funds so as to be able to pay for Your order in full.

As long as Your Prepaid Account is not sufficiently credited to allow for the complete payment of the services that You have ordered, the service(s) in question will remain **suspended** for a maximum delay of two (2) months, until the Account has been sufficiently credited, or until You have canceled the surplus orders.

You will receive an email notifying You of insufficient credit in Your Prepaid Account, to allow You, if the case may be, to credit Your Prepaid Account and to thus regularize the payment of Your suspended order or to cancel it, via Our website.

In any event, You acknowledge and accept that any unpaid suspended order older than two (2) months will be automatically canceled and You shall be considered to have abandoned the order. To benefit from the service, You must, if need be, proceed with a new order, providing that the service ordered is still available.

Section 5. Manage Your Gandhi Prepaid account

You can manage Your Prepaid Account in an autonomous manner from Your secure web-based management interface, once You have logged in with Your Access Codes (handle and password associated to Your Gandhi Prepaid Account).

Our website allows You to consult, in real time, the balance of Your Prepaid Account, as well as debits (and corresponding invoices) and credits (and corresponding receipts) to or from Your Prepaid Account.

Our website also allows You to manage the options of Your Prepaid Account. You may, for example:

- solicit the sending of an alert when the balance of Your Account is below an amount that You have specified, in such a way as to optimize the processing of Your orders from Our services, by assuring that You have sufficient credit to cover Your upcoming orders,
- put in place monthly invoicing for Your orders.

Both the crediting and debiting of Your Prepaid Account appear in real time on Your Interface, and You are also sent a confirmation by email.

Unless You contest the charge within five (5) days following the mailing of this confirmation, You have presumed to have definitively accepted the application of the payment of Your order to Your Prepaid Account and no claim will be admitted.

Section 6. Duration - Closure - Refunding

Your Gandhi Prepaid Account is open **for a duration of two (2) months**, renewable by tacit renewal for an identical period, under the condition that its associated handle exists, and that You are still the title holder, and unless denunciation by one of the parties by email or any other written means, no later than 7 days before the expiration of the period underway.

Following the end of the two (2)-month period, You may thus decide if You wish to conserve Your Prepaid Account with Our service or not.

To simplify the utilization of Our Prepaid Account solution, it is agreed that if You do not request the closure upon its expiration, and thus wish to benefit from its tacit renewal for a new period of two (2) months, You will not lose Your credit: it will be available for You to use for paying Your future orders at Gandhi during the following period.

Nonetheless, You will keep Your freedom to request the closure and refunding of any credit remaining on Your Prepaid account, at any time from Our customer care service (support), including during this period.

The remaining balance of Your Prepaid Account will then be refunded.

As the closure of an Account generates management fees for Us, the frequency of closing is limited to **once per month**. Consequently, You specifically agree that if You request the closure and refunding of Your Prepaid Account more than once per month, You may be charged a processing fee of 5 Euros excluding VAT. These fees will be debited from Your Prepaid Account if it has sufficient funds or must be paid for by another means.

On the other hand, note that there is no need to close Your prepaid account following the completion of each of the services ordered, notably if You intend on purchasing other Gandhi services later.

Finally, Gandhi may close Your Prepaid Account immediately if it is informed that Your account has been credited in a fraudulent manner, or upon the request of a competent authority, without Your being able to request any refund or indemnity from this action, and without prejudice of any applicable sanctions.

Any refund made by Gandhi cannot exceed the amount of the remaining balance on Your Prepaid Account.

Section 7. Access codes - Security

The confidential password that You selected during the creation of Your Account, associated to Your handle, is strictly confidential and placed under Your sole responsibility.

You agree and accept that it is Your responsibility to take all necessary measures to assure that the confidentiality is preserved.

You take it upon Yourself to formally notify Us without delay in the event that You have lost Your password or if it has been divulged to an unauthorized third party.

By default, and by mutual agreement, any operation made using Your Access Codes (handle and password) is reputed to have been made under Your responsibility and with Your agreement. Gandi is not responsible for the utilization, made under Your sole responsibility, of Your Gandi Prepaid Account. You acknowledge that with regards to this matter, the data in Our operating systems is authentic within the framework of Our relations as well as in disputes.

Section 8. Personal information

As indicated in Gandi's General Service Conditions and in Section 3.1 of the present Contract, all the payment operations carried out by credit card are made directly on the secure website of Our banking partner, without Gandi gathering or storing the credit card and bank account number of its customers.

Personal information that You may be required to declare as part of the opening and usage of Your Prepaid Account, as We remind You on Our website at the moment of its collection, are gathered and processed by Gandi in a ethical and legal manner, in conformity with applicable French law, and in the manner specified in Gandi's General Service Conditions.

You have the right to access, modify, and oppose the information, which You may freely exercise via Our Interface after having identified Yourself via Your confidential Access Codes (handle and password), or by contacting Our services through the contact information present on Our website.

Section 9. Exclusion and limits of GANDI's responsibility

You acknowledge and accept that that GANDI cannot be held responsible if:

- You cannot benefit from the anticipated services because You did not sufficiently credit Your Gandi Prepaid Account beforehand with enough funds to cover Your entire order,
- because of the processing time of the credit card establishments to validate/accept Your payment (to credit Your prepaid account), You cannot proceed with the payment of an order, or renew a service, and/of if, because of this fact, You cannot benefit from the services envisioned,
- due to the suspension or interruption of the Gandi Prepaid Account due to a technical necessity, an outside force, a legal or regulatory reason, or in application of a ruling of the courts or any other competent authority.

-end of Gandi's General Service Conditions -

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