

<b>GANDI SiteMaker Contract</b> <b>(shared website creation and hosting solutions)</b>
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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)43737851, fax: +33.(1)43731851, Website: <http://www.gandi.net> (hereinafter referred to as "Gandi" or "We", or "Our") presents you with its SiteMaker contract.

You, a customer of Our SiteMaker services (hereinafter referred to as "You" or "Your"), acknowledge that the subscription to and use of Our Gandi SiteMaker service implies the acceptance of and adherence to, without reserve or restriction, these general conditions, all applicable special conditions for the use of accessory services and resources, and the technical limitations of Our service as outlined on Our Website at <http://www.gandi.net> and which are presented to You at each new subscription to a service, in such a way as to allow You to accept them after having been made aware of them and verifying that they meet Your needs.

## **Section 1: Description of the service**

The present General Gandi SiteMaker Conditions set forth the conditions under which Gandi may provide You with its technical, hardware, and software solutions (Gandi SiteMaker) that allow You, in an autonomous manner, to create, update, and publish one or several websites online, which will be hosted on Our shared servers, via a technical infrastructure that is permanently linked to the internet, and that We also make available to You.

We can provide You with several different offers, visible on Our Website at [www.gandi.net](http://www.gandi.net) (hereinafter referred to as "Our Website"). The technical characteristics and the corresponding price of each service can be seen on Our Website, thereby allowing You to choose the one that best fits Your needs, specifically with regards to the tools that You may then freely choose to create Your website, as well as the disk space necessary to host it.

These technical conditions and rates are presented to You in an electronic format as an annex to these present General Conditions, so that You can accept them after gaining full knowledge of them, before the definitive conclusion of the contract (hereinafter referred to as the "Contract").

## **Section 2. Gandi's commitments**

As a technical intermediary providing material and software solutions for the creation, publication, and shared hosting of Your Website, Gandi commits to:

- providing You with software tools that allow You to create and publish a website, on Your own, and under Your own responsibility, via any of the SiteMaker options that You may have chosen,
- not interfering with the organization, the choice of Content (such as defined below in Section 3), or the editorial stand of Your website, which You fully control, as well as the tools that You choose to use or not use for this purpose, with the exception of the technical limitations that are imposed upon Our software tools, notably concerning the size or format of files, or the website's appearance (for example, maximum disk space corresponding to the subscribed offer, or maximum width of the web page),
- giving You full control of the organization, the choice of the Contents, and the editorial stand of Your Internet website, and their modifications,
- not inserting any advertisements on Your website, either for Gandi or any other third party, on the websites that You create, publish, and/or operate in an autonomous manner, so that You have full control of all the Content that You choose to publish, to modify, or to cancel from Your websites,
- providing You with different disk space options, allowing You to choose the shared hosting solution that best fits Your needs,
- making its best efforts to assure continued access to the service, notwithstanding technical or maintenance needs, or in the event of a force majeure or any other outside force, as stated in this present Contract,
- giving You the care and diligence necessary to the providing of a high-quality service that conforms to industry standards and the state of the art,
- to assure the security of the data and Content that We host on Our shared servers, pursuant to this Contract,
- taking all the necessary steps to assure that We continue to provide You with the quality of these services, in conformity to the characteristics and technical limitations that are respective to each of the services that make up the Gandi SiteMaker offer,
- intervening rapidly in the event of a technical incident in order to re-establish the service, and as far as possible, within 6 hours of Gandi learning of the incident.

You acknowledge that Gandi's SiteMaker offer consists of providing You with software tools for the creation and hosting of websites at Gandi as mentioned in this Contract. Gandi may under no circumstance intervene on Your behalf with regards to the design or the creation of Your website, which remains Your creation, or the search engine optimization of Your website (how easily it is seen by search engines), which is not included in Gandi's services.

Gandi is not an Internet service provider, and cannot provide You with Internet access or the physical means to access the internet, which remain under the full responsibility of each of its users. The limits of Our obligations and Our responsibility, and the conditions under which We may take action, are detailed hereafter.

## **Section 3. Your commitments**

### **3.1. Obligation to respect Our ethical standards**

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

By accepting Our contracts and using Our Gandhi SiteMaker services, You agree to abide by 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, etc.).

You also commit Yourself to ensuring that any third party, to whom You would resell Our services or grant a license of use, will fully abide by Our ethical code, and that You are able to effectively guarantee this commitment with regards to Gandhi.

### 3.2. Obligation to use Our services for legal purposes

You commit Yourself to using Our Gandhi SiteMaker services in a way that is legal and that all Content that You publish is **legal and in conformity to both local applicable law and the present Contract**.

"Content" as used in this Contract is defined as any data, information, image, video, file, sound, text, symbol, signal, program, code, or any element of any nature, published on the website or websites that You host on Our servers.

You agree and accept that You are **explicitly forbidden** from using Our services in order to participate, directly or indirectly, in any way whatsoever, in:

- 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, child pornography, or the trivialization of such acts,
- eulogy or encouragement of violence, suicide, or the use, production or distribution of illegal substances, or acts of terrorism,
- insults, slander, violation or injury to the right of personal privacy, image, honor and/or reputation, violation of the personality rights of a third party or of Gandhi,
- any attack or hacking of a third party's computer system, or the illegal collection, processing, or transmission of data,
- any propagation of computer contaminants, or hacking activity of any sort whatsoever, whether it concern Our services, or Our IT system, or any other service, or system linked to the Internet, regardless of the technology and method used (for example, use of an automated program).

**You acknowledge that such use of Our services or the presence of any such Content on one of Your websites, shall constitute a serious breach of contract, which shall lead to the suspension or even deletion of the service and/or Your websites and/or Your Gandhi SiteMaker account without prior notice, and without You being entitled to claim any compensation from this act, and may be grounds for Your prosecution for the prejudice caused, and application of the penalties mentioned in legislation in force.**

Specifically, in accordance with local applicable law, You declare and guarantee, but not in a limiting way, that Your use of Our services, including the address of Your website, its various pages, and all content that You make available:

- respects all local laws and legislation, in particular those of France, as well as the rights of third parties, and that You will exclusively pursue legal purposes in its use,
- will not participate, directly or indirectly, in any prejudicial, deviant, abusive and/or illegal practices, such as the use or attempted use of data that violates the rights of third parties and/or laws or legislation, and/or activities such as phishing, spamming, hacking or any attempt to hack a computer system, or any infringement mentioned in Articles 323-1 to 323-7 of the French Penal Code.

You declare and guarantee that, for the entire duration of this agreement, You have obtained all the necessary rights, authorizations, and licenses, or any other element granting You the right to use all Content and, more generally, with regards to Your use of Our services. You also agree that You are able to prove Your right to use said content at any time, and in the event that a third party requests such proof or in the event of a dispute. Additionally, You agree to not republish any or all Content online that may have already been considered or judged as being illicit or prejudicial by any competent authority, and to delete it immediately by Yourself or upon demand.

### 3.3. Obligation to intervene on Content

**You specifically acknowledge and agree that any intervention with regards to the Content made available, directly or indirectly, via one of Your websites, is under Your obligation and liability.**

You agree to:

- act promptly in the event of a request or complaint made by a third party pertaining to all or part of the Content of one of Your websites, or pertaining to the web address (URL) associated to Your website, in a way that any alleged trouble stops as soon as possible, so that You can be in conformity with the rights of the third party or applicable local law,
- immediately provide upon request any document that demonstrates You have the rights You claim to possess, within the framework of a complaint or request of a third party.

You specifically acknowledge and agree that:

- we will not intervene unless We are forced to act as a technical substitute to You, if You do not act within the mandatory deadlines, in the event of a serious breach of contract, or in application of local law,
- if Gandhi has to intervene on Your behalf, Gandhi's intervention will be done on not on any specific Content, but on Your website(s) and/or on Your Gandhi SiteMaker Account (such as defined hereafter in Article 4.2), and such intervention can affect all the websites associated to Your SiteMaker Account, without any distinction,

- as a result, You shall not be entitled to claim any refund or indemnification, and this will not release You from Your responsibility with regards to Gandi or to the third parties involved, or to Your obligation to guarantee and hold harmless Gandi in the event of prejudice, or from the penalties provided for by the rules in force.

**Therefore, in order to avoid the suspension or the deletion of the service, You must take all necessary measures to comply with this agreement, with Our ethics, and with the legal rules in force, particularly those of France. You must act promptly and on Your own accord, to immediately stop any illegal or harmful situation in connection with the use of Our services under Your responsibility, specifically in deleting litigious Content or rendering it inaccessible.**

### 3.4 Obligation of identification with regards to Gandi

You must clearly and correctly identify Yourself in order to use Our services, in accordance with applicable local law, specifically in application of the modified LCEN law of June 21st 2004. This holds true as the Gandi SiteMaker offer is designed to provide You with the hosting of a website. You must therefore send us the following personal contact information. You are informed that We will be obliged to communicate this information to the competent authorities, in accordance with the laws in force.

- **if You are a physical person:** Your first, middle, and last name, home address, Your telephone number, Your fax number if relevant, Your e-mail address, and if You are bound to the registration obligations of the French company register "Registre du Commerce et des Sociétés" or the "Répertoire des Métiers", Your registration number;
- **if You are legal entity:** the business name and address of the headquarters, the telephone and fax numbers of the business, the first and last name of the contact who is entitled to act on the behalf of the legal entity, the e-mail address, and if the legal entity is bound to the registration obligations of the French company register "Registre du Commerce et des Sociétés" or the "Répertoire des Métiers", the registration number, the capital amount, and the address of the headquarters.

Note that Gandi uses mainly, or even exclusively, Your e-mail address to communicate with You both on subjects pertaining to Our service, and to send You notifications. Consequently, this e-mail address must be valid and consulted by You on a regular basis (i.e. every day or every two days).

You acknowledge and accept that these declarations are incumbent on You and that You guarantee that the information in Our possession is always exact, complete, accurate, and up-to-date.

You agree to update this data on Your own and when requested, and to provide any requested documentation of all proofs (identity, rights, authorization, etc.) that are requested of You, without delay, including during the term of the contract. Our inability to verify Your identity may be grounds for the cancellation of Our service, as specified in Section 15 hereafter.

If the data is incorrect, incomplete or out-of-date, or if You fail to provide an answer, updated data, or the required proofs following a request on Our part, We shall be entitled to suspend Your access to the Gandi SiteMaker tools, or even Your Gandi SiteMaker account, as well as access to Your website(s) for no reason other than this serious violation of Your obligations, without You being entitled to claim any reimbursement or compensation (see Article 15).

**The non-adherence to Your obligations as stated in this section, which results from a legal requirement, shall constitute a serious breach of contract, and may also lead to Your liability, with regards to third parties as well as Gandi, notably if We are accused of being responsible in Your name because of this.**

### 3.5 Obligation to publish the legal notice on each of Your websites

It is Your obligation to assure that You abide by current applicable local laws requiring the addition of legal mentions on each of Your websites.

Specifically, we remind You that in accordance with modified law number 2004-575 of June 21st 2004, referred to as "LCEN" (the law for the confidence in the digital economy), those who engage in providing a service of communication to the public must make the following information freely available to the public (for example on a special page dedicated to this purpose):

- if a physical person: their first, middle, and last name, home address and telephone number, and if bound to the registration obligations of the French company register "Registre du Commerce et des Sociétés" or the "Répertoire des Métiers", their registration number,
- if a legal entity: the business name or company name, and address of the headquarters, the telephone number of the business, and if it is bound to the registration obligations of the French company register "Registre du Commerce et des Sociétés" or the "Répertoire des Métiers", the registration number, the capital amount, and the address of the headquarters,
- the name of the editor or co-editor of the publication, or the person who is in charge of the publication, as stated in article 93-2 of the audiovisual communication law 82-652 of 29 July 1982,
- the name, company or business name, address and telephone number of the web host of Your website (article 6 III 1 (d) of the aforementioned LCEN). We remind You that Gandi must be mentioned as the web hosting provider on all the websites that You create via one of Our Gandi SiteMaker offers, in order to abide by current applicable local law. You will find Our information on the following page: <http://www.gandi.net/howe/>.

Additionally, if You offer or engage in electronic commerce as defined by local applicable law, and notably the law for confidence in the digital economy (LCEN), as "the remote provider of goods or services by electronic means, particularly services that consist of providing information online, commercial communications, and research tools, or access and downloading of online data, access to a communication network or the hosting of information, free or not", You acknowledge and accept that You must fully abide by all applicable local laws, without prejudice to the other obligations of publishing of information or identification that You are subject to, to assure easy, direct, open, and permanent access to the following information, as stated in article 19 of the previously-mentioned LCEN law:

- Your first and last name (for physical persons), or Your business name (for legally registered entities),
- the street address where You are located, Your e-mail address, as well as Your telephone number,
- if You are subject to the formalities of registration in the French company register "Registre du Commerce et des Sociétés" or the "Répertoire des métiers", Your registration number, the capital amount, and the address of the company's headquarters, or the legally registered entity as warranted,
- if You must pay sales tax (VAT), and are identified by an individual number in application of Article 286 ter of the French general tax code, Your personal identification number,
- if Your activity is subject to the authorization of a trade organization, the name and address of the organization that You are registered with,
- if You are a member of a regulated profession, the reference of the applicable professional rules, Your professional title, the member state in which it is granted, as well as the name of the order or professional organization that You are registered with.

**As an exception to the above, if Your website is not created for professional purposes, You may maintain Your anonymity by only making public Our company name and address in Our function as Your web host provider of Your website, under the condition that You have first met Your obligation of exact, complete, accurate, and up-to-date personal identification with regards to Gandi, as stated in the above Section 3.4. You will also find information concerning us at the following URL: <http://www.gandi.net/whowe/> .**

Finally, We remind You that, in conformity with current applicable local law (notably of France), You must limit access to Your website if it contains Content that is pornographic or which may be shocking to children (eroticism, violence, etc.). By default, Gandi reserves the right to suspend or delete any or part of Your website and/or Your Gandi SiteMaker account, without any liability on Our part for such action.

**The violation of Your obligation to identify and provide information about Yourself to the public, as warranted, may lead to Your liability with regards to third parties as well as Gandi, notably if We are accused of being responsible in Your name because of the absence of these mentions, in addition to the penalties set forth by current applicable local laws that You are subject to.**

### **3.6 Commitment to abide by the specifications and technical limitations of Our services**

You acknowledge and guarantee that Your use of Our Gandi SiteMaker services, as well as the use of any third party to whom You would resell Our services or grant a license of use, respects the technical limits and specifications applicable to Our services as detailed on Our Website, which are included in this present Contract, and does not make any abusive or disruptive use of Our resources or systems.

In particular, any excessive use of bandwidth (for example video or audio streaming, etc) is forbidden: You must use Our services with due care.

You acknowledge and accept that You shall be solely responsible for the risks and consequences of any defective operation of the service, following any use that does not respect the operating instructions, the limits and technical characteristics of Our service. You alone are responsible, to Gandi and/or third parties, of this use, either by You or any of Your employees, or any other person to whom You have given access to Your Gandi SiteMaker Account, or by the person to whom You delegated the management of Your website, at Your own risk.

## **Section 4. Contractual process**

### **4.1. Acceptance of the service and adherence to Our conditions**

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 Website describes the Gandi SiteMaker service, and the subscription and activation/deactivation process of the various options, their rates, and means of payment available. This Interface also lets You 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.

You explicitly declare that You have the legal right and authorizations required that will allow You to adhere to the present contract and to subscribe to Our Gandi SiteMaker service.

Gandi offers several Gandi SiteMaker Packs, which are detailed on Our Website. They are organized into two categories of Gandi SiteMaker offers: free, or for a subscription fee.

**Free Pack:** Gandi lets You use a limited version of its Gandi SiteMaker services for free. You can subscribe to the Free Pack if You have a Gandi handle that is associated, as owner or Gandi Reseller, to a valid domain name registered at Gandi. You can then use this handle as a Gandi SiteMaker Account. This Free Pack offer is an optional additional service, associated with the domain name Contract that You have previously subscribed at Gandi.

This offer is technically more limited than the Packs which are provided for a fee. The free pack includes the same features, but the maximum number of web pages and the storage capacity is less than what is provided with the Packs that are fee-based, since this free offer is mainly intended to enable You to test the various features of Our service.

**Fee-based Packs :** the purchased subscription of a Gandi SiteMaker Pack is open to anyone, under the condition that You have a Gandi handle, which will then be associated to Your Gandi SiteMaker Account. You can choose, among the various fee-based Packs, the one that best meets Your needs and storage space capacity.

You can subscribe to a more complete offer (upgrade from a free pack to a fee-based pack, or from a lower-fee pack to a higher-fee pack), at any time and without any disruption in service.

#### **4.2. Creation of a Gandi SiteMaker Account**

To use Our services, You will be required to create a handle that will be associated with Your "Gandi SiteMaker Account". Consequently, during Your first order, You will be led in the creation of a handle (unless You already have a Gandi handle, such as the one that You would use for Our domain name services), that You may then use as Your "Gandi SiteMaker Account".

A confidential password, that You choose when You open Your Gandi SiteMaker Account, is associated with this handle. Your handle and the associated password (hereinafter referred together as Your "Access Codes") let You access Our online services, and to manage Your Account on Your own, via Our secured Interface.

The identity and contact information associated to Your handle, that are listed above in Section 3.4, and that are listed on Our Interface during the creation of Your Account Gandi SiteMaker, are declared, entered, and kept up-to-date by Yourself, without any manual intervention by Gandi; this is fully under Your own responsibility.

You commit to guaranteeing that this information is constantly kept accurate, complete, reliable, and up-to-date, it being pointed out that the submission of invalid information or not keeping it up-to-date may be grounds alone for the interruption in service, either temporary or permanently, as described hereinafter.

#### **4.3. Overview and validation of Your order**

An overview of Your order allows You to verify that the services You will adhere to are what You requested. The overview also lets You check that the data You provided is correct, and to give You the opportunity to modify them, if necessary, before confirming Your choice. During this phase, You may submit Your order, and to proceed to its payment (if applicable).

You will receive a confirmation email at the email address associated to Your Gandi SiteMaker Account that will summarize Your order.

#### **4.4. Rates – Payment**

If applicable, You will pay for Your order in a way that adheres to the applicable rates and means chosen during Your order and as displayed on Our Website. Our rates can be viewed at any time on Our Website, and are specifically shown to You during the ordering process, so that You can see and accept them before validating Your order.

Note that Our rates do not include the costs tied to Your equipment and/or Your internet connection or other electronic communications means necessary for the use of Our services, which remain under Your charge and sole responsibility.

You acknowledge that, regarding the charged Packs, Your order will not be completed prior to the receipt and validation of the corresponding full payment, and no later than seven (7) business days following receipt of such full payment (particularly in case of payment by check).

Your order will not be taken into account in the absence of full payment as described above within the required deadlines.

In the event of payment by check, You must indicate the required transaction information (the transaction number), so that We can attribute the payment in question to the order that You requested via Our Interface. Failure to do so will result in Our inability to complete Your order.

Additionally, if the payment is rejected or canceled (opposition made to a check or credit card) and if You do not reply to Our validation requests, We shall then no longer be able to provide or maintain the service, and You would not be entitled to make any claim regarding such unpaid services. In the event of a cancelled check payment, payment 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.

#### **4.5. Activation of the service**

Activation of the service corresponds to the providing of the Gandi SiteMaker tools and the disk space that You have subscribed, and that is made available to You via Our interactive secured Interface, that You can access with Your Gandi SiteMaker Account.

**Free Pack:** the activation of the Gandi SiteMaker service is effective as soon as You have subscribed to this service via Your Gandi SiteMaker Account, since this is a free offer made available as an optional optional additional service and associated to another service that has been previously subscribed and paid at Gandi. Once active, You will be able to use the Gandi SiteMaker Free Pack services, in an autonomous way, via Our secured Interface, as long as You have an active domain name registered at Gandi that is renewed when due at Gandi, and which is under the same handle as Your SiteMaker account.

**Fee-based Packs:** the activation of the Gandi SiteMaker service is preconditioned by the reception and validation of full payment of the ordered services. Thus, as soon as the full payment is received and validated, You can start to use the Gandi SiteMaker services, in an autonomous way, via Our secured Interface, via Your Gandi SiteMaker Account.

In any event, activation of the service will be notified to You by email, to the address associated with Your Gandi SiteMaker Account.

### **Section 5. Withdrawal right**

The customer, qualified as a "consumer" (as described in the French consumption code "Code de la Consommation"), explicitly acknowledges that execution of the present contract shall start as soon as its full payment has been received, i.e. before the period of seven clear days mentioned in the consumption code about the withdrawal right. Consequently, and in compliance with Article L.

121-20-2 of the French consumption code "Code de la Consommation", the withdrawal right shall not be applied at the time of first subscription for the Gandi SiteMaker service, or at the time of subsequent orders or renewals.

## **Section 6. Communication and Notifications**

It is explicitly agreed that, except where stated otherwise by law, all communications or notifications sent in application of this contract shall be sent to You by e-mail, to the e-mail address You entered and declared, that is associated with Your Gandi SiteMaker Account (hereinafter, "Notification" or "Communication").

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.

For this purpose, You must ensure that the said e-mail address is regularly updated and read. You acknowledge that You alone 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.

## **Section 7. Your Access Codes and the administration of Your websites**

### **Section 7.1. Your Access Codes and access of the Site Administrators**

Your Gandi SiteMaker Account and Your Access Codes enable You to access to Our online services, and to manage Your Account on Your own, via Our secured Interface, in an autonomous manner.

You can subscribe to, renew, or cancel the various offered Gandi SiteMaker services, via these codes. Additionally, You can improve the storage space by upgrading to a higher and more-appropriate offer, You can modify Your options, publish new Content, modify the design of Your website, cancel part or all of Your Contents, publish or render inaccessible Your website on the Internet. You manage Your features and Your websites in an autonomous manner, as soon as the service is activated.

The password associated to Your Gandi SiteMaker Account is strictly confidential and is under Your responsibility. You must take all necessary precautions to protect its confidentiality and integrity. You must also take all necessary measures to prevent the loss or theft of Your Access Codes.

You agree to formally notify us as soon as a password has been lost or disclosed to an unauthorized third party. By default, each operation performed using Your Access Codes is considered to have been performed under Your responsibility and with Your agreement.

You can also decide to delegate the administration of Your website to one or several site administrators ("Administrators", or "SiteMaker Leaders"), who will each have a personal password, allowing them to use the same tools as You to make modifications to Your Gandi SiteMaker website.

These Administrators will not have access to Your Gandi SiteMaker Account. They will only be able to intervene on the Contents of Your website, or its design, but they cannot access the Gandi SiteMaker subscription Interface, or Your proceed with Your website's payment or renewal, which are strictly reserved to You.

You can at any time create or remove these Administrators' access, in an autonomous manner and without Gandi's intervention, by using Your secured interface on Our website, via Your Gandi SiteMaker Account.

You must be sure that the passwords chosen for Your Administrators have a high level of security (number and type of characters). You must notify each of Your Administrators that his/her password is strictly confidential and is under his/her responsibility, and that he/she must take all necessary precautions to protect his/her password confidentiality and integrity, and also take all necessary measures to prevent the loss or theft of the password.

You specifically acknowledge and agree that each operation performed using Your Gandi SiteMaker Account, or made by one of Your Administrators, is considered to have been performed under Your responsibility and with Your consent. Please note that Gandi does not manage Your Administrator Accounts and passwords, which are under Your sole responsibility, and for which Gandi can not intervene, particularly in the event of the loss or theft of an Administrator password.

Thus it is incumbent on You, and You alone, to take all necessary measures in this regards, and particularly to modify or remove Your Administrators' access in case of loss or or theft of the Access Codes associated to an Administrator.

Moreover, You recognize and accept that, since the use of Our services is carried out remotely via Our secured Interface, in the event of litigation relating to the conclusion or to the execution of the Contract and with the use of Our services and Your handle / Access Codes or those of Your Administrators, Our logs are authentic, particularly the Access Codes associated to the Accounts and the IP addresses, in accordance with the law in force.

### **Section 7.2. Set online and administration of Your website**

Following the confirmation of the activation of the service, You are free to create, edit, change the layout, and publish Your website, by using the features made available to You for this purpose.

You therefore choose the moment to publish Your website on the internet, without needing Gandi to help. Indeed, Gandi does not exhibit any control a priori on Your website Content, layout, or editorial stand, such that You are in total control over it, in a way that is autonomous, and under Your sole responsibility, via Your Gandi SiteMaker Account.

Whatever the subscribed offer, Your Gandi SiteMaker website will first be accessible through a special set-up address. You will then be able, via Our Interface, to associate the domain name of Your choice to You website, it being specified that it is up to You to

assure the admissibility and the availability of the address and the Contents of Your website, such that they are in conformity to the present Contract.

During the duration of the service, You (and if the case may be, the designated Administrators) may freely update or delete any or part of the Content of Your website, and/or its layout, organization, editorial stand.

You also can, via Your SiteMaker Account, permanently delete Your Gandi SiteMaker website, and thus delete all the Contents of this website which were hosted on Our servers.

## **Section 8. Duration – Renewal**

The contract will take effect upon on the activation of the service, as defined above in Section 4.5.

### **8.1. Free Pack**

In the framework of the Free Pack, the Contract is concluded for a indeterminate duration, but can not exceed 12 months after the Expiration date of the last domain name for which Your SiteMaker Account is listed as Owner (registrant) or Gandi Reseller.

You can use Your Gandi SiteMaker Free Pack as long as You are the owner or Reseller, with the same handle, of at least one active domain names at Gandi, until the Expiration of the last domain name associated to this Account (as owner or Reseller).

You can renew the usage of the Free Pack by simply renewing a domain name, or buying a new domain name at Gandi, under the same Account.

You also can choose to subscribe, at any time, to one of the fee-based Gandi SiteMaker Packs Gandi, and thus improve the performance of Your website, without any disruption in service.

### **8.2. Fee-based Packs**

The Contract is concluded for a determined monthly or yearly duration, that You choose when You initially subscribe or renew the service via Our Interface.

You can transfer a monthly offer to a yearly offer before the end of the period in progress, without any disruption of service. In this case, the yearly duration of the renewal will be added to the remaining monthly period.

The renewal is not automatic. It must be expressly requested by You via Our web Interface, ordered and paid (payment received and validated) before the end of the period in progress. We recommend You to take into account the possible delay which may be necessary to operate Your payment in time (before expiration), in particular the postal and validation delays for check payments (which may also specify the transaction references to be valid, as specified above in section 4.4).

## **Section 9. End of the agreement - Termination**

### **9.1. End of the contract**

The agreement and the services associated to Your Gandi SiteMaker Account shall stop:

- in the framework of the Free Pack: 12 months following the expiration of the last domain name for which You are the owner or Reseller at Gandi with the same handle,
- in the framework of the fee-based Packs: at the end of the period, if You do not renew the service, or if the payment has not been received and validated on time.

Whatever the subscribed offer, Your website will be deactivated (it will no longer be accessible on internet) at the end of the Contract, and will accessible only to You, via a set-up address, except in the event of anticipated termination as detailed below.

To allow You to reactivate Your website, We maintain the website at You sole disposal, under a special set-up address, to which access is restricted to Your Gandi SiteMaker Account, for a duration that depends on the subscribed offer:

- 15 days within the framework of a monthly fee-mbased Pack
- 12 months within the framework of Free Pack (service technically restricted).

You will be able to decide or not to reactivate Your SiteMaker website at Gandi within described deadlines, either by associating it with another domain name that You own or that You manage as Gandi Reseller, or by subscribing a new offer. Failing this, at the end of this additional time limit that We grant to You, Your website will be definitively removed, and will be unable to be reactivated.

**In addition, in any event, Your Gandi SiteMaker website cannot be transferred to, or restored at another provider, with the appearance and layout that You have created and published with Our Gandi SiteMaker service. For technical reasons, only Your Content (raw data) can be made available. Additionally, it is incumbent upon You to take all necessary measures to recover this raw data within the time limit allowed for this purpose.**

### **9.2. Your right to early termination**

**Free Pack:** You can terminate the Contract at any time, by logging into Gandi's Website, via Our secured Interface, and from there removing whole or part of Your Gandi SiteMaker website. This intervention will definitively remove all the Contents on Our servers. It is consequently incumbent upon You to backup Your Contents before carrying out such a termination.

**Fee-based Packs:** You can also decide to early terminate the Contract, by log in on Gandi's Website, via Our secured Interface, and there removing whole or part of Your websites Gandi SiteMaker.

However, note that the early termination does not give right to any credit or refund of the paid amounts, and You will remain charged, as cancellation compensation, the amounts paid until the term of the initial Contract duration (except in the event of legitimate reason, in accordance with the laws in force, as the customer qualifies as a "Consumer" as described in the French consumption code "Code de la Consommation").

Also note that You will then definitively remove all the Contents on Our servers. It is consequently incumbent upon You to backup Your Content before carrying out such a termination.

Also note that it is not necessary to terminate the Contract in order to make Your website inaccessible to public via the Internet. During the Contract, You can decide to switch Your website to be offline, or online, in an autonomous manner via Our secured Interface. Likewise, You can delete part or all of Your website's Contents.

### **9.3. Data backup at the end of agreement**

In case of termination, regardless the reason, or expiration of the subscribed service, Gandi removes definitively all the Contents and data associated to Your Gandi SiteMaker website.

It is consequently incumbent upon You to backup Your Contents (raw data) before expiration of the service or before choosing another provider, as well as on a regular basis during the course of the Contract.

At the end of the subscribed period, in order to let You to perform a late renewal, Your website is only deactivated. It will be removed only after the passing of the deadline, of which will Notify You, that is to say 15 calendar days after expiration within the framework of a fee-based Pack, or 12 months after expiration within the framework of a Free Pack. Thus You will be able to carry out a late renewal within these additional deadlines, except if You have performed an early termination the service deliberately by removing Your website through Your Gandi SiteMaker Account.

**Note however that Your Gandi SiteMaker website cannot be transferred to, or restored at another provider with the appearance and layout that You have created and published with Our Gandi SiteMaker service. For technical reasons, only Your Content (raw data) can be made available. Additionally, it is incumbent upon You to take all necessary measures to recover this raw data within the time limit allowed for this purpose.**

### **Section 10. Suitability of the service provided to Your needs**

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.

You acknowledge that You have checked 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.

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.

### **Section 11. Forums - Assistance**

Gandi provides You with:

- a customer care service (support) that can be accessed, in particular, by 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),
- detailed documentation available on Our Website.

In addition, You have free access to a community of Gandi service users (Forum) on the Gandi website at <http://groups.gandi.net>, which You can use for exchanges 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 works as an interactive Frequently Asked Questions space, and 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 self-managed media (wiki, forums, etc), You can send Your intervention request by e-mail to the customer care department (support), or by any other means if this is impossible, indicating Your identity, Your Gandi handle, the purpose of Your request, and the concerned SiteMaker website.

Note that in any case, Our customer care assistance does not cover problems that are strictly technical that are connected to the usage of Our Gandi SiteMaker service, and not the other types of problems (for example, the aesthetic appearance of Your website) that would require that You turn to other means of assistance, such as for example, the community of users of Gandi's services (Forum).

### **Section 12. Your utilization of Our creation and page layout Tools**

In the framework of the Gandi SiteMaker service, We make available to You, continually, on Our Website, personal access to elements such as website page templates, programs, software, codes, buttons (hereafter referred to as "Tools").

These Tools allow You, throughout the duration of the Contract, to create, change the layout, update, and publish Your website all by Yourself, whether or not it is for a professional purpose, and this, no matter what Gandi SiteMaker option was chosen.



You are informed and You acknowledge that Gandi reserves the right, at any time, to remove, replace or modify whole or part of the Tools which are offered via its Interface, without disturbing the proper functioning of Your Gandi SiteMaker website.

You acknowledge and accept that Your right to use these tools is only agreed within the framework of this present Contract and the offer subscribed to, and is ceased upon the termination of the Contract, for any reason whatsoever.

Thus, at the end of the service, You lose Your right to use the Gandi SiteMaker website building Tools, and all rights on the Gandi SiteMaker website layout, in the form and format that was built with these Gandi SiteMaker Tools. For technical reasons, the layout of Your website can not be separated from the Gandi SiteMaker Tools. Your SiteMaker website, built with these Tools, can run with the same appearance only in the framework of a Gandi SiteMaker offer.

During the additional delay that is granted to You (15 days within the framework of a fee-based Pack, or 12 months within the framework of Free Pack), which is Notified to You at the end of the period, You will be able to recover Your Gandi SiteMaker website, by subscribing a new Gandi SiteMaker offer, or by renewing the previous offer.

**Note that the migration of Your website to another provider, which is possible at any time, will not allow You to keep the layout and form that was built with the Gandi SiteMaker Tools. Your Gandi SiteMaker website cannot be transferred to, or restored at another provider, with the appearance that You have created and published with Our Gandi SiteMaker services. For technical reasons, only Your Content (raw data) can be made available, with no layout (loss of design, flash elements, forums, etc.).**

### **Section 13. Operating Our services, Our tools, and Your Content under Your responsibility**

You commit to using Our services, including Our Tools, in a way and for purposes that are strictly legal, in compliance with Our ethics, and in compliance with the standards and technical characteristics of Our Gandi SiteMaker service, and guarantee Gandi of this.

You are fully liable, including in case of reselling Our services or in case of a license of use granted to a third party, or authorization for use or access (notably concerning the Administrators that You have designated), whether professional or not:

- of any consequence and any litigation relating to the choice and the use of Our Gandi SiteMaker Tools and solutions (regarding the website building Tools, as well as the share hosting service), including the choice and use of the web address (URL) of Your website (domain name that You have associated to Your website),
- for all and any Content stored, broadcast, transmitted, relayed, issued, collected, used, processed or made directly or indirectly available via Your Gandi SiteMaker Account or via one of Your Administrators Account, even though the Content was installed, issued or published by third parties on Your website, placed under Your sole responsibility,
- for the implementation of relevant solutions for securing or limiting access, if applicable, to any or all of Your website and the Contents made available,
- for the consequences of a failure to comply with the technical characteristics of Our services,
- of any use of the Access Codes associated to Your Gandi SiteMaker Account, reputed to have been made by Yourself, with Your agreement or instructions, both for You as well as any of Your Administrator, member of Your staff or any other person to whom You may have provided Your Access Codes or to whom You may have delegated management access for one of Your websites at Your own risk, or any other person who may have accessed the administration of Your website. As a reminder, any and all use of Access Codes associated with Your Gandi SiteMaker Account is reputed to have been made by Yourself, with Your agreement, or Your instructions, and that the passwords associated to Your websites are under Your sole responsibility,
- the storage space that You deliberately choose among Our offers, being sure that it meets Your needs, as only You are able to determine.

**You shall indemnify and hold harmless Gandi of any and all consequences We may suffer due to Your use of Our services via Your Gandi SiteMaker Account, or via one of Your Administrators, or associated to any of Your Content, made available within this framework, it being stated that this obligation will survive the termination of this Contract.**

You specifically guarantee Gandi against all and any action or claims from third parties regarding:

- Content installed, issued, published, transmitted, broadcast or reproduced through Your website, in particular that which results from infringement of personality rights, an ownership right linked to a patent, a trademark, designs and models, copyright, respect of privacy, good moral standards, from the provisions of the French Penal Code, and/or to abuses or practices that are prejudicial to Internet users, whether the said Content was installed by You or by a third party, including Administrators if the case may be,
- Tools provided to You by Gandi that You deliberately choose to use or not, in any way whatsoever, that are under Your sole responsibility.

You also agree to find a rapid solution to each problem or dispute which may arise with regards to Your use of Our services 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.

### **Section 14. Technical interventions by Gandi**

It is agreed that Gandi is acting as a technical service provider, for the purpose of ensuring the proper operation of its services, the safety and stability of the system.

In this respect, Gandi reserves the possibility, in the event of absolute necessity, of interrupting all or part of the service to proceed with a technical intervention, notably in the event of a malfunction, or to improve the functioning, or to proceed with a maintenance operation, or within the framework of customer support or assistance.

We also reserve the possibility of suspending Your website, which will result in it being rendered inaccessible to the public via the internet, if it's the victim of an attack that is susceptible of perturbing the good operation of Our service.

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's explicitly requested by a competent authority or a third party, within the framework of a notification in conformity to article 6-5 of the law for the confidence in the digital economy (called the LCEN) of June 21<sup>st</sup> 2004 (see section 15 below).

## **Section 15. Termination by Gandi**

### **15.1. Termination linked to a breach of contract**

Any failure to abide by Your contractual obligations, which have not been corrected within fifteen (15) days of receiving Our Notification to do so, shall lead to cancellation of the Contract and the associated services, with no legal formalities, and without You being entitled to any reimbursement or compensation.

### **15.2. Suspension/Cancellation without notice**

#### **15.2.1. In the case of a serious breach of contract**

You acknowledge that the following elements shall be considered as a serious breach of Your obligations, and shall be lead to the suspension and/or cancellation the service, of Your Gandi SiteMaker website and/or of Your Gandi SiteMaker Account, without prior notice, and without You being entitled to claim any compensation from this act, and may be grounds for Your prosecution for the prejudice caused, and application of the penalties mentioned in legislation in force:

- in case of non-payment within the specified deadlines, despite Our adjustment requests (in particular where collection of Our payment is rejected or canceled due to a cancellation order of a check or credit card payment),
- providing fictitious contact information, or not updating Your contact information on Your own, or upon request, or not providing us with the requested proofs corresponding to Your declared identity within the specified deadlines,
- disrupting Our services or system through Your use of the resources made available to You, and in particular but in a non-exhaustive way, any excessive use of the bandwidth (for example video or audio streaming, etc.), as You must use Our services with due care,
- the presence of any Content on Your website that is specifically forbidden in Section 3 of the present Contract, or that is contrary to the ethical standards of Gandi, as defined above as a serious breach of contract (Section 3), it being stated however that Gandi has no monitoring obligation a priori.

#### **15.2.2. In the event of legal obligation**

In accordance with applicable laws in France, You accept that We may proceed with the immediate suspension and/or deletion of the services and/or of Your website and/or of Your Gandi SiteMaker Account without notice:

- to adhere to a legal or regulatory obligation,
- on the order of a competent authority (notably in the application of a court ruling or a decision of another recognized authority), or
- if We receive a notification in conformity to article 6.I.5 of the law for confidence in the digital economy (called LCEN) of June 21<sup>st</sup> 2004, concerning all or part of Your website or its Contents.

**You acknowledge and agree that Gandi cannot be held liable in the event of interventions undertaken within the context of the present section 15, and that You shall not be entitled to claim any reimbursement or indemnification. Additionally, You may be subject to pay damages and interest in the event of prejudice, as well as be exposed to the penalties as required by current applicable local laws.**

## **Article 16. Exclusions and limits of GANDI's liability**

Since the supply of Your equipment and Your Internet connection are not covered by this Contract, We cannot be held responsible for any difficulties due to their unsuitability for the use of Our services, their defective operation or their incorrect use, more particularly where the said use does not abide by the conditions or the technical limits of the Gandi SiteMaker services.

We shall also refuse any liability relative to any damage that may affect any equipment connected to Our infrastructure via the Internet, since it shall remain the full responsibility of its user(s), and Gandi does not have control over the said hardware or software.

**In addition, You acknowledge that You were informed that the applications and/or nature of Content made available via Your website may interfere with its accessibility and operation, and thus might perturb its operation, and consequently, the service. We refuse any liability due to this fact.**

In addition, We shall not accept any liability due to:

- negligence, theft, or communication to third parties of the Access Codes associated with Your Gandi SiteMaker Account, since it is Your responsibility to keep them confidential, and since any use of the Access Codes shall be considered as being made by You or with Your agreement,

- 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,
- any deterioration due to Your fault and/or Your failure to respect the conditions and technical limits applicable to each of Our services,
- 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 Content and/or software, despite Our best efforts to assure the security of Our services,
- any direct or indirect intrusion by a third party to Your website (attack, hacking, defacing, etc.) despite Our best efforts to assure its security.

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.**

### **Section 17. Intellectual property rights**

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

The Gandi software, or software used for Gandi's services, are intellectual works.

No copy, 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 (free 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 forbidden 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.

You agree to respect the intellectual property rights of Gandi and third parties and, more particularly, You declare and guarantee that You are the holder of all rights or authorizations required for the Content that You use via Our Gandi SiteMaker solutions.

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 recognize and accept that the use, operating, or copy on Your website, of whole or part of Gandi's logo, is expressly prohibited, except in case of Gandi's prior and express authorization, being specified that the subscription or the renewal of one of Our Gandi SiteMaker offers could not be interpreted as an authorization of Gandi.

### **Section 18. Personal data**

Personal information that You provided 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 French law concerning data processing: modified Act 78-17 of January 6, 1978.

The collection and processing of the aforementioned personal contact information is necessary to the provisioning of Our services, and is intended to meet the legal obligations of identification.

We commit:

- to only store the data for the time necessary to supply the service, to only collect and process data that is necessary to the proper operation of the service and respecting of Our legal obligations, in particular the communication of all data that will allow the competent authorities to identify You,
- You acknowledge that Gandi is not subject to any general to take all the precautions necessary to ensure the security of said 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. 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 for marketing purposes.

You have the right to access, rectify, and object to the data. You are free to exercise this right via Our Website, by logging into Our Interface with Your Access Codes, or by contacting Our departments at the addresses indicated on Our Website.

## **Article 19. Reselling Our services**

You are authorized to resell Our Gandhi SiteMaker services as long as You respect all Our Contracts, all legislation in force, specifically of France, and as long as You ensure that Your customers also respect the legislation in force and the rights of third parties.

Specifically, You acknowledge to have been informed that as a reseller of Our services, You engage in the activity of providing web hosting, and are therefore by this fact bound to respect current applicable local laws that specifically apply to this status, notably the legal obligation of identification of Your customers and the intervention in events as set forth in the law for the confidence in the digital economy of June 21<sup>st</sup> 2004 (called LCEN).

Specifically, You acknowledge and accept that it is Your personal responsibility to:

- monitor, and maintain, during the total legal specified duration, data that enables the identification of Your customers, as soon as they contribute to the creation of all or part of the Content that is made available via Your Gandhi SiteMaker Reseller Account, and guarantee Gandhi to this effect,
- **promptly intervene upon the reception of a notification that is in conformity to article 6.I.5 of the aforementioned LCEN.**

**By default, You will be considered as liable, both to Gandhi and third parties, with regards to any non-compliance with these points and their consequences.**

By reselling Our services, You agree to offer Your clients the same level of service quality as provided by Gandhi, and to respect the same ethical standards in this context.

In this respect, You agree to pass on to Your own clients at least the obligations stated in this Contract and, more particularly, You agree to ensure that Your clients respect all the obligations stated in this Contract, as well as the applicable French laws.

Additionally, You agree to pass on all the obligations and responsibilities stated in this Contract to Your own clients and/or third parties, in addition to (if the case may be) those incumbent to editors (if You make space on Your own website available using Our Gandhi SiteMaker solutions), in application of current local laws, notably those of France.

In particular, You engage and guarantee that You will be able to communicate to Us, without delay and upon first request, if relevant, in accordance with the laws in force, the data necessary to identify Your final customers, with whom Gandhi has no link. Failing this, You will be considered as responsible of this failure, and You will be identified for third parties as the editor of all website created through Your Gandhi SiteMaker Reseller Account, except reception of a contradictory proof that You would bring.

You agree to 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.

You explicitly agree to 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 Our services by third parties through Your intermediary, including Your customers, it being stated that this obligation shall survive the termination of the Contract.

Specifically, You agree to 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.

## **Section 20. Insurance**

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 Gandhi 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 valid, and to make all due payments, in such a way that You are effectively covered and able to prove this immediately upon request.

## **Section 21. Force majeure**

Gandhi 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, which results from a case of force majeure or an event beyond its control, according to Article 1148 of the French Civil Code.

It is explicitly agreed that, other than those which are normally accepted by case law of French courts and tribunals, the following shall be considered as cases of force majeure or acts of God: 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, the contract shall be automatically canceled with no legal formalities, except where explicitly agreed otherwise by the parties.

## **Section 22. Access to Your contracts – Modification of the contract and prices**

The conditions, characteristics, and technical limits, as well as the prices applicable to each service and optional resource, shall be those in force at the time of Your order.

They can be accessed at any time on Our Website at <http://www.gandi.net>, in electronic formats that allow them to be printed and/or downloaded, so that You can reproduce them or save them for personal use as a customer of Gandi.

Our interface enables You to have access to all Your current contracts with Gandi, at any time, by logging into Your Gandi SiteMaker Account.

You acknowledge that the data relative to Our services, to Your orders, and to Your use of Our services, produced by Our IT system, shall be considered as authentic by the parties for execution of this contract.

The Contract, including the prices of Our services, shall be subject to modifications. Revisions and successive versions of the Contract and Our price lists shall be published on Our Website, and You will receive Notification by e-mail one month before the date when they come into force.

If the modifications are not accepted, the customer, qualified as a Consumer as described in the French consumption code "Code de la Consommation", may cancel the Contract within a period of four months of the said modifications coming into force, under the conditions mentioned in the above Article 9, with no cancellation penalty and no right to compensation. After this period, if the Consumer has not accepted the modifications of the Contract, the new contractual provisions shall be enforced and applied to the customer without further Notification.

### **Section 23. 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 this is exceptionally and explicitly agreed by Gandi and the beneficiary.

### **Section 24. 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 Article 1165 of the French Civil Code regarding the relative effect of contracts, this Contract shall only have effects between the contracting parties, and may not be invoked by third parties.

### **Section 25. Applicable law – jurisdiction**

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

The text of the French version of this Contract shall govern in the event of a dispute of interpretation of the present Contract. You may find the French contract at the following address: <http://www.gandi.net/contrats>.

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

Where no amicable solution can be found, any dispute concerning the validity, interpretation or execution of this Contract shall be referred exclusively to the French Courts in the region of the registered office of Gandi (Paris).

*-End of the Gandi SiteMaker Contract-*

*These general conditions are protected by copyright. All reproduction is prohibited (except for Gandi Resellers).*