GANDI SSL CONTRACT

Last Updated August 1, 2014 – Version 1.0

This Gandi SSL Contract ("Gandi SSL Contract" or "Agreement") constitutes a binding agreement between Gandi US, Inc., a Delaware corporation ("Gandi", "we", "our", or "us"), and any person or entity registering as a user and electing to purchase, activate, subscribe to or renew our Gandi SSL Service through the online portal available at www.gandi.net (your "Gandi Account") or any person or entity with access to your Gandi Account ("Customer", "you", or "your"). By using our services, you agree at all times during your use to abide by this Gandi SSL Contract and any additions or amendments. Please read this Agreement carefully.

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

We reserve our right to amend or supplement this Agreement at any time, at our discretion. When we do so, we will do our best to provide you notice and point out what is different or new. If at any time you do not agree to the terms of this Agreement or any of the terms of any applicable Gandi Contract, please discontinue use of the respective service immediately and close your account.

Your continued use of your Gandi Account, the use of www.gandi.net (the "Site", "Our website" or "Gandi's website")and any affiliated Gandi's services that redirect or link to this Agreement (the "Gandi SSL Contract") constitutes your agreement to be bound by the terms of this Agreement and any other applicable Gandi Contract. Notice of any change will be considered given and effective on the date that we update the Site with the change. Please periodically review this Agreement to ensure you are aware of any changes.

Capitalized words used in this Gandi SSL Contract have the definition given to them in Gandi's General Service Conditions, and if appropriate, Gandi's General Terms and Conditions of Domain Name Registration, and the Special Conditions that are applicable unless defined otherwise in this Agreement.

As set forth in detail in Gandi's General Terms and Conditions of Domain Name Registration, for purposes of domain name registration, Gandi acts through delegated authority in the name and on behalf of the related corporate entity, the French Registrar Gandi SAS. Any designation of Gandi as a Registrar herein represents the Registrar Gandi SAS.

WHAT IS AN SSL CERTIFICATE?

"SSL" is an acronym for "Secure Sockets Layer" which denotes a standard security protocol for the transmission of data over the Internet in a secure manner. For example, an SSL certificate allows someone to authenticate either a website (e.g. authenticate Your domain name and Your identity with regards to third-party visitors to Your website and to assure that the exchanges will be secure on Your website), an email address, or a server.

How does an SSL certificate help address problem (1)? An SSL certificate (aka an X.509 certificate) is a set of digital keys that establishes an encrypted link between the owner of a website, server or mail server (whose identity has been confirmed by his or her use of an individual private key) and a browser, mail client or user (whose identity has been confirmed by his or her use of a matching public key). When used together, these keys act to unencrypt the data on both ends, but make sure it is encrypted when it is being transmitted between them. In other words, the SSL certificate allows the two parties to establish a secure connection to transmit their sensitive or private information (i.e. credit card information, personally identifying information, login credentials, etc.), helping to address problem (1).

How does an SSL certificate help address problem (2)? In addition to the private and public keys, the SSL certificate also contains an identifying code (called the "subject"), which identifies the certificate owner (the website, server or mail server) and authenticates that a particular website, email address or server is who or what it purports to be, as verified by the SSL certificate issuer. If the certificate issuer is trustworthy, and others recognize it as such, you help address problem (2).

An SSL certificate may be issued to an individual, a private or public organization, an educational establishment, or a component of a digital network such as a firewall, router, or any other piece of security hardware, by any recognized Certificate Authority. A recognized Certification Authority is a technical service provider that is deemed to be trustworthy by and met the criteria for membership in the various Certificate Authority Membership Programs operated by the major web browsers, operating systems and mobile devices (these are sometimes also called "root stores" or "root databases"). When an SSL certificate is recognized as originating from a trustworthy Certificate Authority that is a member of that web browser, operating system or mobile device's membership program, the web browser, operating system or mobile device allows an encrypted connection to be established between the parties. All of the major web browsers, operating systems and mobile devices keep public, updated lists of the Certificate Authorities that are members in their Certificate Authority Membership Program.

There are several types and classes of certificates denoting the extent the owner of the SSL certificate has been authenticated, level of trustworthiness and other factors. Please review the information pages on our Site for more detailed explanations of the various SSL certificate types and classes and other SSL terminology: https://wiki.gandi.net/en/ssl.

How do I get an SSL certificate?

Before we (or any Certificate Authority) can issue you an SSL certificate, you must create a Certificate Signing Request ("CSR"). A CSR is an encoded file that establishes a standard method by which you can provide us (or any Certificate Authority) your unique public key and your identifying information (i.e. domain name, company name, company location, key type (typically RSA) and key size (2048 bit minimum). This public key information is necessary to register your certificate request and generate the certificate. After you complete the Certificate request with your CSR, we will conduct a number of checks to ensure your identity and that the information you have submitted is correct. The extent of the check depends on the class and type of certificate you are applying for.

Once your CSR is verified, we can generate, sign and publish your certificate. After your certificate is delivered in your Gandi Account interface, you must install it on your server so that the server can be authenticated and data may be transmitted between the server and third parties in a secure manner.

What is Gandi's role in the SSL certificate issuance process?

Through its relationship with Comodo (a Certification Authority headquartered in the United Kingdom), Gandi SAS France issues SSL certificates as a recognized Certification Authority. Comodo (and, through Comodo, Gandi) is a listed member of every major Certificate Authority Membership Programs operated by every major web browser, operating system and mobile device. In order for Gandi to maintain its status as one of Comodo's approved Registered Authorities (or trusted third parties authorized to resell certificates issued by Comodo), Gandi SAS France agrees to abide (and must continue to abide) by Comodo's policies, practices and Certificate Authority infrastructure (including but not limited to complying in all material respects with specific high-level international standards related to the issuance of digital security certificates, including those on Qualified Certificates, pursuant to the European Directive 99/93 and the relevant law on electronic signatures and all other relevant legislation and regulation). Gandi US, Inc. resells SSL certificates issued via Comodo by Gandi SAS France pursuant to its agreement with Comodo.

Gandi's role can be seen in the following diagram:

Operating a Gandi SSL Certificate

CRL = Certificate Revocation List
CSR = Certificate Signing Request
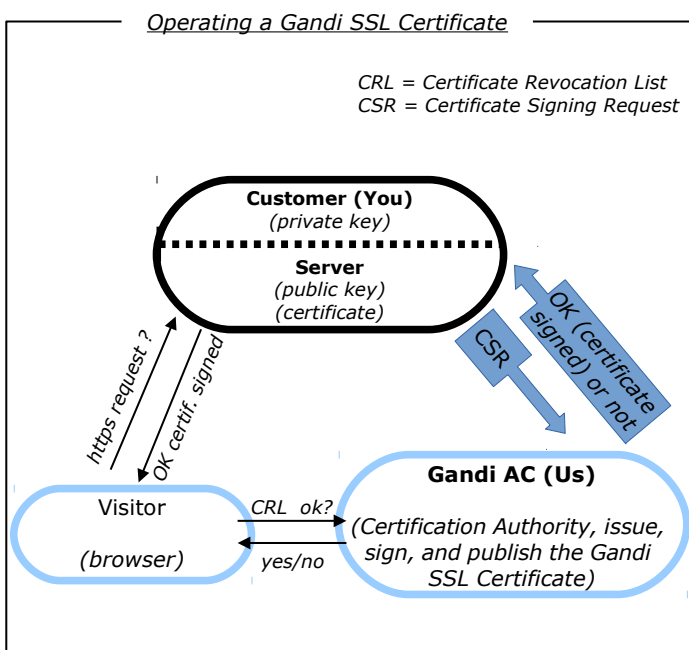
Gandi issues digital certificates of the type X.509. Certificates issued by Gandi are hereinafter referred to as an/the "Gandi SSL Certificate(s)".

If you would like to purchase a Gandi SSL Certificate, you must submit the completed CSR to Gandi for verification. After performing the relevant verification, Gandi will create your SSL Certificate, sign it and publish it. Thereafter, you will be able to download your Gandi SSL Certificate and install it on your server.

Section 1. Description of the Gandi SSL Service

As a Certification Authority, Gandi offers those customers who own a valid and active domain name (registered at Gandi or another provider) the option to purchase the service of having one or more digital security certifications using the SSL protocol. Customers can choose amongst various classes of SSL certificates. The various types and classes of SSL certificates that we sell, along with the characteristics, verification requirements and technical limitations of each, are available on our website: https://www.gandi.net/ssl. Please ensure that the Gandi SSL Certificates that you choose have the technical features you need and are right for you and will meet your anticipated objectives.

Gandi's Certification Practice Statement ("Gandi's CPA") is also available for you to review on our website: https://www.gandi.net/ssl/documentation. Gandi's CPA provides information to our customers and third parties regarding our verification standards for each class of SSL certificate, among other information. The information contained in Gandi's CPA is regularly updated and is subject to change at any time.

The owner of the Gandi SSL Certificate must be the owner of the domain name that is associated to the Gandi SSL Certificate (i.e. the physical person or organization that appears as the owner Contact in the public "whois" database) or, for some classes of SSL certificates, the third party (individual or organization) that is legally able to act on behalf of the domain name's owner (the "Certificate Owner" or "you" or "your"). The Certificate owner should be the sole holder of the private key that corresponds to the Gandi SSL Certificate.

You purchase Gandi SSL Certificates via your Gandi Account. You set up your Gandi Account on our Site and by following the process described in Gandi's General Service Conditions. You will receive an email notification when your Gandi Account is activated.

Section 2. Gandi's Commitments

Provided that the Customer is in compliance with its obligations to Gandi, abides by the applicable rules, and pays all applicable fees (i.e. the corresponding registration and renewal fees) Gandi will:

- Allow you to easily and autonomously purchase Gandi SSL Certificates;
- Make several different classes of Gandi SSL Certificates available to you for use with your domain name (registered at Gandi or another provider), that have different levels of verification and product liability protection (i.e. Gandi's Standard, Pro, or Business SSL Certificates), and in conformity with its certification policy;
- Make Gandi SSL Certificates available to you that are compatible with many different web browsers (refer to the list available here: https://wiki.gandi.net/en/ssl/faq);
- Provide Gandi SSL Certificates that are compatible with domain

names having one or more accented characters (for extensions that allow it);

- Allow you to use your Gandi SSL Certificate for a specific domain name address or for all the sub-domains of a domain name (wildcard), to which it is associated;
- Allow you to download the "Gandi Trust" logo and permit you to display it (under a non-exclusive, non-transferrable revocable license) on your website or during your electronic transmissions while you abide by the terms of this Agreement and your Gandi SSL Certificate and domain name are active and in good standing;
- Permit you to use your Gandi SSL Certificate until its expiration date, even in the event that you transfer the domain name to which the Gandi SSL Certificate has been issued to another provider;
- Revoke the Gandi SSL Certificate(s) on the request of a person that has been authorized to do so, or in the cases described in the present Contract;
- Assist you with purchasing your Gandi SSL Certificate and submitting your CSR; and
- Remind you of your Gandi SSL Certificate's expiration date by email, at least 30 days prior to its expiration.

In conjunction with the Gandi SSL Certificate, the above-described services are hereinafter the "Gandi SSL Service." **Please note that the Gandi SSL Service does not include assistance with downloading and installing the Gandi SSL Certificate onto your server.**

Section 3. Your Obligations

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

3.1. You Must Choose the SSL Certificate that is Right for You

Selecting the Gandi SSL Certificate that adequately serves your personal or business purposes is completely your responsibility. Our Site has a tool to help you figure out which product is best for you: https://www.gandi.net/ssl/which-ssl-certificate. Please ensure that the Gandi SSL Certificates that you choose have the technical features you need, are right for you and will meet your anticipated objectives. **You are responsible for knowing and abiding by the requirements of the product liability protection that is specific to each Gandi SSL Certificate.** This information is available at our Site and is regularly updated.

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

Your Gandi SSL Service is entirely dependent upon (i) you maintaining a valid domain name (registered with Gandi or another provider), and (ii) your continuing to abide to the obligations set forth in any applicable Gandi Contract. If your domain name is terminated, canceled, suspended or deleted, the associated Gandi SSL Service will stop securing exchanges as a result.

You may delegate responsibilities for your Gandi SSL Certificate to a third party, as long as such party agrees to be bound by this Agreement and any other applicable Gandi Contract. However, you are entirely responsible for your Gandi Account, your Gandi SSL Service, your Gandi SSL Certificate (including, but not limited to, the security of your private keys) and your obligations under this Contract and any other applicable Gandi Contract.

3.3. Acceptable Use of Your Gandi SSL Certificate(s); Responsibility for Monitoring

Depending on the Gandi SSL Certificate that has been subscribed to, the Gandi SSL Certificates issued by Gandi can only be used for authentication and security and in conformance with the terms of this Agreement and all applicable laws and regulations. You agree to use the Gandi SSL Services only for lawful purposes and to not misuse our Gandi SSL Services. The laws of the State of California, and the United States of America apply to this Agreement and your use of the Gandi SSL Service.

Certificates issued by Gandi may not be used to imply or assure third parties of anything other than the specific technical specifications of the class and type of Gandi SSL Certificate purchased with respect to that certificate's digital security features. Gandi SSL Certificates may not be used to imply, guarantee or warranty your or any third parties' personal or business ethics or standards, solvency, customer service, or service or product availability, ability, quality, suitability, price or stability. To the fullest extent of the law, you assume full responsibility for the use of your Gandi SSL Service and your Gandi SSL Certificate(s).

You agree to advise any person to whom you give access to administer or use your Gandi SSL Service or Gandi SSL Certificate(s) of this policy and to take all necessary actions to ensure that the use of any third party of your Gandi SSL Service or Gandi SSL Certificate(s) is in conformity with your obligations herein and applicable law.

You agree to monitor the use of your Gandi SSL Certificate(s) and to ensure your Gandi SSL Certificate(s) is being used properly and for lawful purposes. You further agree to address and remedy any use of your Gandi SSL Service or Gandi SSL Certificate(s) that is in violation of this Agreement as quickly as possible, and to take all reasonable steps to ensure that the violation does not repeat.

Moreover, by relying upon a Comodo Certificate, in addition to the obligations set forth herein, you agree to be bound by the Comodo Relying Party Agreement, which is incorporated herein in its entirety and which can be found at http://www.comodo.com/repository/docs/relying_party.php

3.4. Self-Identification Requirement; Information Updates

As set forth in Gandi's General Service Conditions, you must truthfully identify yourself in completing the Gandi Account owner information. You must also truthfully identify yourself in completing the CSR. You agree to provide us with proof of your identification and any additional information required by us to fulfill the conditions necessary for the creation, management, revocation or renewal of the respective Gandi SSL Certificate that you have chosen. At a minimum, if you are a physical person, you must provide your first and last name, mailing address, contact telephone number, and, if applicable, any relevant license or registration number. At a minimum, if you are acting behalf of a legal entity, you must provide the business name, mailing address, contact telephone number, and, if applicable, any relevant license or registration number.

You agree to keep this information updated and to advise Gandi immediately as to any changes concerning any information you were required to provide in order to secure your Gandi SSL Certificate(s) or any other change that affects the validity of your Gandi SSL Certificate(s) or your compliance with this Agreement.

3.5. You Alone Are Responsible for Backups

The backing up of the entire contents of your server, including your Gandi SSL Certificate, is completely your responsibility. We do not keep backups. You acknowledge and agree that it is entirely your responsibility to perform regular backups of your data. Gandi does not perform backup service for the Gandi SSL Service. We strongly recommend that you perform regular backups of your server's content and a final backup before deciding to terminate your Gandi SSL Service.

3.6. Always Having Strong, Secret Passwords is Your Responsibility

You are required to and solely responsible for maintaining the confidentiality and security of the passwords used to access your Gandi Account and your Gandi SSL Service. Any and all activity that occurs under your username and password will be considered done by you and you bear sole responsibility for that activity. Gandi is not be responsible for any loss or damage arising from or otherwise related to your failure to maintain control over access to your password or username, whether due to your own negligence or for any other reason. As a general practice, it's best that you change all of your passwords periodically and at any time you think that the username and password to your Gandi Account, your Gandi SSL Service or any of your other usernames or passwords have become compromised.

3.7. Protecting the Secrecy of Your Private Key is Your Responsibility

You are responsible for safeguarding the confidentiality and security of your private key. You will take all reasonable steps to keep it confidential, including ensuring that as few people as possible know the private key or have access to it. All uses of your Gandi SSL Certificate(s) are your responsibility. Gandi is not responsible for any loss or damage arising from or otherwise related to your failure to maintain the confidentiality of your private key.

Section 4. Billing, Pricing and Payment

4.1. You Have 60 Days to Pay Your Bill Before Your Order is Canceled

We will complete your order only after we have received and validated your payment in full for the Gandi SSL Service ordered. Payment must be made within sixty (60) calendar days from the date the order is placed. If no payment has been received by this time, Gandi will not authorize you to obtain the Gandi SSL Certificate that you requested.

Gandi will notify you by email at least fifteen (15) days before the deadline that payment must be made before the expiration of your order. You can see whether your order is pending or your payment has been received in process in real time via your Gandi Account. If a payment already made and verified is later rejected, canceled or refunded, you will be notified of your outstanding balance by email. Shortly thereafter, if payment is not made, your Gandi SSL Certificate will be revoked and in case of rejected or fraudulent payment, your Gandi Account will be closed.

The means and methods of payment that we accept are set forth in Gandi's General Service Conditions. The easiest and fastest way to make a payment is by credit card or PayPal. Note that if your subscription has expired, your Gandi SSL Service will be revoked. In other words, a Certificate that has been revoked

cannot be renewed. You would need to request the creation of a new Certificate. For bank transfers, we require at least seven (7) days from our receipt of the bank transfer for the processing and posting of funds. We do not accept bank transfers for less than ten dollars ($10 USD). We are not responsible for bank-related or other third party related payment delays such as validation or fraud holds, processing delays, etc. We are likewise not responsible for payment processing delays that are the result of incomplete or incorrect transaction or account information or identification references provided by you that make it more difficult for us to pair your payment to your account.

It is your responsibility to ensure that you pay to continue your Gandi SSL Services without interruption (renewal within the 60-day period preceding the Certificate's expiration date). To be clear, you must submit your payment by a date and select a payment method that ensures your payment will be received on time. If payment is not submitted on time, your Gandi SSL Service will be revoked. **There is no grace period.**

4.2. Managing Your Gandi SSL Service Billing and Your Gandi SSL Certificate(s)

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

* Update your contact information;
* Pay your bill;
* View the status of your existing Gandi SSL Certificate(s);
* Check the expiration dates of your Gandi SSL Certificate(s);
* Get your Gandi SSL Certificate(s);
* Download the "Gandi Trust" logo
* Renew your Gandi SSL Certificate;
* View the status of your pending Gandi SSL Certificate requests;
* Delete (revoke) your Gandi SSL Certificate;

Section 5. Creating a Gandi SSL Certificate; Gandi SSL Service Activation

5.1.1. Conditions Common to All Gandi SSL Certificates

To subscribe to our Gandi SSL Service, you must at least:

* Own an active domain name (registered with Gandi or with another provider) to which you would like to associate a Gandi SSL Certificate; and
* Have a Gandi Account and ensure that the contact information provided is complete and has been kept up to date; and
* Except for the Standard Certificate, the provided information for the owner of the Gandi SSL Certificate must be the same as the one declared for the owner of the domain name; and
* Have a private key that you generate, and which will be associated to the public key that is to be included into the digital SSL certificate (your private key must remain confidential); and
* Own the rights to use the name that will be associated to your Gandi SSL Certificate or be authorized to act on behalf of the owner of the rights and be able to demonstrate ownership and authority to act upon request; and
* Have technical access (either directly or indirectly) to the server on which the certificate will be downloaded, so that you can install your Gandi SSL Certificate after it is created; and
* Supply the appropriate proof of identification documents and information (depending on the class of certificate) upon request and within the required time periods.

After we have received and validated payment for your Gandi SSL Certificate (which, as set forth above, must occur within sixty (60) days of the date you placed your order), you will receive an email notification that your request to activate your Gandi SSL Certificate is available and must be confirmed. You must then confirm your activation request by following the process indicated in the email notification within sixty (60) days of this email notification. If this is not done, and this deadline passes, you will be deemed to have abandoned your Gandi SSL Certificate request. Once your request has been deemed to be abandoned, you may request a refund of the amount paid, or use the amount paid to initiate a new request.

Once your activation request has been confirmed, you will then be asked to submit the necessary proof of identification documentation (depending on the class of certificate you have chosen). You have sixty (60) days from our request for proof of identification documentation to submit the proper documentation. Gandi may take up to seven (7) business days to review the documents you have submitted to determine whether they comply with the requirements for the certificate you have requested, and to notify you (1) that your proof of identification is adequate and has been verified, (2) that your Gandi SSL Certificate request has been rejected, or (3) that you need to submit additional documentation or information to complete your request. If you cannot submit the proper documentation within the sixty (60) day timeframe, your order will not be processed and will be voided. You will need to initiate a new request to again try to obtain an SSL certificate.

Once your identification has been validated, your Gandi SSL Certificate will be generated and published within two (2) calendar days following our email notice to you that your identification has been validated. **It is your responsibility to keep your information up to date and to submit updates to your identification information to Gandi. Please note that changing your identifying information may require us to issue a new Gandi SSL Certificate (and a new private key). This process is outlined on our Site.**

5.1.2. Validation of Ownership of the Domain Name to Which the Gandi SSL Certificate Will be Associated

Before we can process your request for a Gandi SSL Certificate, we must validate that you are the owner of the domain name to which the Gandi SSL Certificate will be associated, or authorized to act on the owner's behalf. We validate your ownership of the domain name automatically via the Domain Control Validation (DCV) process.

We recognize three (3) methods of validating your rights to a domain name:

- **Validation by DNS record:** You must be able to make a CNAME record in the DNS zone file of the domain name to which you are seeking to associate the Gandi SSL Certificate;
- **Validation by email:** You must be able to create an email address (i.e. admin@yourdomain.com) on the domain name to which you are seeking to associate the Gandi SSL Certificate; or
- **Validation by file:** You must be able to access the server of the website to which the domain name to which you are seeking to associate the Gandi SSL Certificate will point.

The technical characteristics and limitations of each of these methods are available on our Site: https://wiki.gandi.net/en/ssl/dcv.

5.2. Conditions Specific to Each Gandi SSL Certificate Class

We offer several classes of Gandi SSL Certificates, each one of which has various benefits and requirements. You can view the specifications and technical limitations of each plan on our Site: https://www.gandi.net/ssl.

5.2.1. Gandi Standard SSL Certificate

5.2.1.a. Intended Use of the Gandi Standard SSL Certificate

Gandi Standard SSL Certificates may be used for authentication purposes only. They are not appropriate for e-commerce, financial or other business transactions.

Moreover, Gandi Standard SSL Certificates are not covered by any special product liability protection.

5.2.1.b. Validation of a Gandi Standard SSL Certificate

The validation of the Gandi Standard SSL Certificate is subject to verification of your ownership rights to the domain name associated with the certificate via the Domain Control Validation (DCV) method, as indicated in section 5.1.2., above.

Your contact information associated with your Gandi Account is used, in part, to verify your identification and, thus, must be complete, accurate and kept current. If your Gandi Account information is not kept complete, accurate and current, your Gandi SSL Certificate may not issue or is subject to being revoked, with or without notice. If your Gandi SSL Certificate does not issue or is revoked for this reason, you will not be entitled to a refund.

5.2.2. Gandi Pro SSL Certificate

5.2.2.a. Intended Use of the Gandi Pro SSL Certificate

The Gandi Pro SSL Certificate may be used to authenticate the identity of its holder for e-commerce, financial and other business transactions, and involves a more extensive identification verification process. The Gandi Pro SSL Certificate includes product liability protection up to the amount specified on Gandi's Site at the time CSR is submitted, and is contingent upon the specific requirements for the product liability coverage having been met.

To qualify for the Gandi Pro SSL Certificate, the owner of the domain name to which the Gandi SSL Certificate is to be associated **must be a legal entity.**

5.2.2.b. Validation of a Gandi Pro SSL Certificate

The validation of the Gandi Pro SSL Certificate is subject to verification of your identity. For your request to process, you will be requested to provide and must then provide, within sixty (60) days, certain proof of identification documentation and information. The required proof of identification document and information is as specified on our Site and in the order interface. For example, for each Gandi Pro SSL Certificate you request, you must send us at least the following information:

- If you are a legally-registered entity (i.e. company, etc.): a certificate of incorporation or equivalent that states the name of the company, and that has been issued within the preceding three (3) months; or
- If you are an association: legal documentation that proves the registration status of your association.

Gandi may request additional supporting documentation, such as notarized copies of documents or affidavits.

These documents must be sent to Gandi according to the means indicated on our Site and include the requested information. If you do not include the appropriate information when submitting your documentation, there may be delay in processing your order. Because your identity must be verified within sixty (60) days, this delay may cause your request to fail.

After we have reviewed the documents and information you have submitted, we will notify you (1) that your proof of identification is adequate and has been verified, (2) that your Gandi SSL

Certificate request has been rejected, or (3) that you need to submit additional documentation or information to complete your request. If your identification has been verified, your request will be validated and you may then proceed to the next validation step.

Indeed, the validation of the Gandi Pro SSL Certificate is also subject to verification of your ownership rights to the domain name associated with the certificate via the Domain Control Validation (DCV) method, as indicated in section 5.1.2., above.

Your contact information associated with your Gandi Account is used, in part, to verify your identification and, thus, must be complete, accurate and kept current. If your Gandi Account information is not kept complete, accurate and current, your Gandi SSL Certificate may not issue or is subject to being revoked, with or without notice. If your Gandi SSL Certificate does not issue or is revoked for this reason, you will not be entitled to a refund.

5.2.3. Gandi Business SSL Certificate

5.2.3.a. Intended Use of the Gandi Business SSL Certificate

The Gandi Business SSL Certificate provides the greatest extent of digital certificate security of our suite of products. It may be used to authenticate the identity of its holder for e-commerce, financial and other business transactions of any kind, amount or frequency, and involves an even more extensive identification verification process than the Gandi Pro SSL Certificate. It provides your customers and third party users of your business with the most confidence in your identity and digital connection security of the various SSL certificates.

The Gandi Business SSL Certificate includes product liability protection up to the amount specified on Gandi's Site at the time of the Gandi Business SSL Certificate purchase, and is contingent upon the specific requirements for the product liability coverage having been met. To qualify for the Gandi Business SSL Certificate, the owner of the domain name to which the Gandi SSL Certificate is to be associated **must be a legal entity.**

5.2.3.b. Validation of a Gandi SSL Business Certificate

The validation of the Gandi Business SSL Certificate is subject to verification of your identity by the Certificate Authority through which our certificates are issued, Comodo. This two-level authentication provides added assurance to your customers and third party visitors of your site that you are who you say you are. For your request to process, you will be requested to provide and must then provide, within sixty (60) days, certain proof of identification documentation and information. The required proof of identification document and information is as specified on our Site and in the order interface. For example, for each Gandi Business SSL Certificate you request, you must send us at least the following information directly to Comodo:

- If you are a legally-registered entity (i.e. company, etc.): a certificate of incorporation or equivalent that states the name of the company, and that has been issued within the preceding three (3) months; or
- If you are an association: legal documentation that proves the registration status of your association; AND
- A valid telephone number for the "Certificate Holder" (kept current); AND
- Completed and signed copies of the following documents (also available on our Site):

(1) The Certificate Request Form:
https://support.comodo.com/index.php?_m=downloads&_a=viewdownload&downloaditemid=59&nav=0,18; and
(2) SSL Certificate Subscriber Agreement:
https://support.comodo.com/index.php?_m=downloads&_a=viewdownload&downloaditemid=69&nav=0,18.

These documents must be submitted by fax to Comodo at: +1.866-446-7704.

Comodo may request additional supporting documentation, such as notarized copies of documents or affidavits. Comodo may contact you via email, postal mail or telephone.

Your documents must include the appropriate information. If you do not include the appropriate information when submitting your documentation, there may be delay in processing your order. Because your identity must be verified within sixty (60) days, this delay may cause your request to fail.

After Comodo has reviewed the documents and information you have submitted, Comodo will notify you (1) that your proof of identification is adequate and has been verified, (2) that your Gandi SSL Certificate request has been rejected, or (3) that you need to submit additional documentation or information to complete your request. If your identification has been verified, your request will be validated and you may then proceed to the next validation step.

Indeed, the validation of the Gandi Business SSL Certificate is also subject to verification of your ownership rights to the domain name associated with the certificate via the Domain Control Validation (DCV) method, as indicated in section 5.1.2., above.

Your contact information associated with your Gandi Account is used, in part, to verify your identification and, thus, must be complete, accurate and kept current. If your Gandi Account information is not kept complete, accurate and current, your Gandi Business SSL Certificate may not issue or is subject to being revoked, with or without notice. If your Gandi SSL Certificate does not issue or is revoked for this reason, you will not be entitled to a refund.

Gandi can in no way be held liable in the event of a refusal of validation of a Business SSL Certificate request, insofar as it is not Gandi's responsibility to validate or not the aforementioned requests.

Section 6. Publication of Your Gandi SSL Certificate

Once validated, Your Gandi SSL Certificate is published in the publicly available list of all issued SSL Certificates. You will be notified by email when your Gandi SSL Certificate is published.

This list is available at our Site: http://crl.gandi.net. This list also includes a listing of all SSL certificates that have been revoked and which may no longer be used. You are responsible for checking this list regularly to ensure that, if valid and in good standing, your certificate appears on the list.

The creation of your Gandi SSL Certificate requires that we publish certain of your contact information. If you do not want your contact information published, you must advise us immediately and we will cancel your request or, if it has already been published, revoke your Gandi SSL Certificate so that your contact information is no longer publicly displayed on that list. We have no ability to control or responsibility for any of your information that remains online thereafter.

Section 7. You Are Responsible for Downloading and Installing Your Gandi SSL Certificate and Maintaining It in Good Standing

You will be notified by email once your Gandi SSL Certificate has been validated and is ready to be installed on your server. This email notification will include a URL (link) that will allow you to download your Gandi SSL Certificate to your server. You must then install your Gandi SSL Certificate on your server. It is your responsibility to download and install your Gandi SSL Certificate on your server. If you are unable to install your Gandi SSL Certificate, you must notify us immediately if the problem relates to the information on your Gandi SSL Certificate (such as

incompatibility of the keys) or your ownership of the domain name to which it is associated.

For your Gandi SSL Certificate to continue to be valid and operational, you must:

- Renew the domain name to which it is associated for the entire duration of the Certificate;
- Have technical access to the server (directly or indirectly) so that you can generate your keys and install the Gandi SSL Certificate onto your server (for example, this is not possible for shared webhosting plans and Gandi AI servers); and
- You timely pay to renew the Gandi SSL Certificate if you wish to be able to continue to use your Gandi SSL Certificate past the initial subscription period.

Section 8. Scope of Gandi Support Related to Gandi SSL Certificates

Gandi will make every effort to assist you in subscribing to the Gandi SSL Service, understanding the various Gandi SSL Certificate options (including their respective conditions and product liability protection limits), validating your identity, and properly using your Gandi SSL Certificate. To that end, we've made a lot of useful information available on our Site (including helpful charts comparing the products and the Gandi CA CPS, both of which are updated on a regular basis). Gandi has no obligation to provide support outside of this defined scope of support. Any such support provided is done as a courtesy, without obligation or liability. We cannot assist you with technical difficulties unrelated to or preceding your subscription to your Gandi SSL Service, such as generating a PGP key or a CSR.

Section 9. You Are Responsible for the Actions of Others to Whom You Have Given Access to Your Private Keys or Delegated Certificate Holder Authority

If you delegate the control of your domain name, your Gandi SSL Service, your Gandi SSL Certificate or your Gandi Account to a third party, you are completely responsible for the actions of that third party on your behalf. For example, if you delegate control of your Gandi SSL Service to a third party, that third party may act as the "Certificate Holder" as set forth herein.

You are entirely responsible for your Gandi Account, your Gandi SSL Certificate and your Gandi SSL Service, and your obligations under this Agreement and any other applicable Gandi Contract. If you give access to your domain name, your Gandi SSL Service, your Gandi SSL Certificate or your Gandi Account to a third party, you guarantee that that person will agree to and abide by this Agreement and any other applicable Gandi Contract. You also agree that you are completely responsible for their actions. As set forth herein, you agree to indemnify Gandi and Gandi's related parties for any claims concerning any actions of these third parties, your Users and your Administrators. You agree to inform these third parties, your Users, and your Administrators of the obligations of this Agreement and any other applicable Gandi Contract.

Section 10. Limitation on Transferability of Your Gandi SSL Certificate; Assignment by Gandi

You may not assign, resell, sub-license or otherwise transfer your Gandi SSL Certificate to any third party without Gandi's prior written consent, which consent shall be at Gandi's sole discretion and without obligation. Any assignment or transfer in violation of this provision shall be null and void.

For technical reasons common to all SSL certificates, your Gandi SSL Certificate cannot be transferred to or restored by any other service provider.

In the event that your domain name to which your Gandi SSL

Certificate is associated is transferred to another owner, the former owner has to revoke the associated Gandi SSL Certificate.

Gandi reserves the right to assign or transfer the rights and obligations of this Agreement, in whole or in part, to any other company, notably if it should cease to provide services as a Certification Authority or as part of a sale of all or substantially all of its assets or stock or as part of a merger.

Section 11. Use of Gandi Intellectual Property and the "Gandi Trust" Logo

The Site, including all text, HTML, scripts, and images are copyrighted. All rights reserved. With the exception of the use of designated promotional materials for the purpose of encouraging third parties to use the Gandi SSL Service and the use of the "Gandi Trust" logo in connection with a Gandi SSL Certificate, on the conditions set forth herein, any replication, modification, or copy of any part of the Site without the prior, written consent of Gandi is prohibited. This notice applies to site visitors, customers, non-customers, affiliates, and resellers of Gandi. Gandi owns various domestic and international trademarks. Other trademarks used on the Site are the property of their respective owners. Gandi marks may only be used with the express advance written permission of Gandi and, in any event, may never be used to (i) promote or otherwise market competitive products or services; (ii) disparage Gandi, its products or services, or in any manner which in our judgment may diminish or otherwise damage the goodwill Gandi has established in our marks; or (iii) in violation of any law. Except as expressly provided, nothing within our services shall be construed as conferring any license under any of Gandi or any third party's intellectual property rights, whether by estoppel, implication, waiver, or otherwise. Without limiting the generality of the foregoing, you acknowledge and agree that certain content available through and used to operate Gandi and the Gandi SSL Service is protected by copyright, trademark, patent, or other proprietary rights of Gandi and its affiliates, licensors and service providers.

Except as expressly provided to the contrary, you agree not to modify, alter, remove or deface any of the trademarks, service marks, or other intellectual property made available by Gandi in connection with the Gandi SSL Service. You agree not to use any of the trademarks or service marks or other content accessible through Gandi for any purpose other than the purpose for which Gandi makes such content available to customers. You may not use any of our marks as domain names.

We're constantly looking for new ways to improve the Gandi SSL Service and our products and offerings, services and features. Any information you send to Gandi, including but not limited to any ideas, remarks, suggestions, or prototypes ("Information"), shall immediately become the exclusive property of Gandi and we are entitled to use the Information without restriction or compensation to the person or party who sent us the Information. Under no circumstances shall any dissemination of Information to Gandi be subject to any obligation of confidentiality or expectation of compensation. By sending us Information, you are waiving any and all rights you may have in the Information.

You understand that Gandi shall exclusively own all rights and interests in the Gandi SSL Service, including, without limitation, all of the intellectual property rights therein. The Gandi SSL Service is licensed, not sold under this Agreement. This Agreement grants you a temporary, non-exclusive, revocable, royalty-free license to use the Gandi SSL Service during the period permitted by Gandi, which is determined at our sole discretion, and which may be changed at any time, for any reason or no reason and with or without notice. You agree that you will keep the Gandi SSL Service free of all security interests, liens, or other encumbrances. You may not sell, lease, license, loan or otherwise transfer or dispose of the Gandi SSL Service and you will be responsible for any loss or damage to the Gandi SSL Service.

By subscribing to the Gandi SSL Service, you are granted a

temporary, non-exclusive, revocable, royalty-free license to use the "Gandi Trust" logo made available on our Site during the period permitted by Gandi, which is determined at our sole discretion, and which may be changed at any time, for any reason or no reason and with or without notice. It is your responsibility to ensure that the "Gandi Trust" logo is not used to (i) promote or otherwise market competitive products or services; (ii) disparage Gandi, its products or services, or in any manner which in our judgment may diminish or otherwise damage the goodwill Gandi has established in our marks (such as by using the "Gandi Trust" logo in connection with any activity or website that is illegal, illicit or prejudicial or in violation of our Acceptable Use Policy); or (iii) in violation of any law. Improper use of the "Gandi Trust" logo is a material breach of this Agreement and grounds for immediate revocation of your Gandi SSL Certificate(s).

Section 12. Term of the Agreement; Right to Cancel

The present Gandi SSL Contract begins upon the subscription to the Gandi SSL Service and the creation of the Gandi SSL Certificate (regardless of when, if ever, you download and install the Gandi SSL Certificate on your server). Gandi SSL Certificates are issued for an initial duration that varies from one (1) to three (3) years, depending on the length of the subscription that you choose, to expiration. As long as the domain name to which the Gandi SSL Certificate is associated remains, in good standing and under your ownership, your subscription continues unless terminated or canceled as set forth herein, until expiration.

If you are not completely satisfied with the Gandi SSL Service to which you have subscribed and you have not yet downloaded and installed the Gandi SSL Certificate on your server, within the first sixty (60) days following the publication of your Gandi SSL Certificate, you may cancel your subscription at any time for a full refund, regardless of the type and duration of Gandi SSL Certificate to which you have subscribed by contacting our Customer Service team. You may cancel your subscription at any time thereafter by terminating this Agreement and revoking your Gandi SSL Certificate via your Gandi Account. You will not be entitled to any refund.

Section 13. Termination or Cancelation of this Gandi SSL Contract by You; Revocation

13.1. Termination of this Gandi SSL Contract by You for Failure to Maintain the Domain

The Gandi SSL Service is no longer effective when the domain name associated with your Gandi SSL Certificate is no longer active or registered.

Therefore, this Agreement terminates upon (i) breach of this Agreement or any other applicable Gandi Contract, (ii) cancelation of this Agreement by you, or (iii) termination, cancelation, or suspension of the Gandi SSL Certificate by order of a court of law, an administrative commission, or any other alternative dispute resolution authority.

13.2. Cancelation by You

You may cancel your Gandi SSL Service at any time. You may cancel it independently from your domain name (i.e. you can cancel the Gandi SSL Service without deleting the domain name to which it is attached). Unless canceled pursuant to Section 12, above, cancelation by you does not entitle you to a refund of any kind.

13.3. Revocation by You

Revocation of your Gandi SSL Certificate cancels your Gandi SSL Service and requests that it be de-published (i.e. it will be published in the public list of revoked certificates, available at: http://crl.gandi.net). It also immediately removes the "https" from the website domain name to which the Gandi SSL Certificate was associated. If you revoke your Gandi SSL Certificate, your website

may display errors or become temporarily inaccessible. Revocation is permanent. It cannot be reversed.

You do not need to revoke your Gandi SSL Certificate if you are renewing or regenerating it with a different type of CSR, as the new certificate can be installed over the old one.

You may consider revoking your Gandi SSL Certificate if the owner of the attached domain name has changed or if the domain name to which it is associated is no longer operational. You may also consider revoking if you want a different type of Gandi SSL Certificate.

The revocation procedure is described on our Site (http://wiki.gandi.net/en/ssl/revoke) and in the Gandi CA CPS (https://www.gandi.net/ssl/documentation). In the event of a revocation, you must cease all use of the revoked Certificate. Only the person authorized to act on the Gandi SSL Certificate (the Certificate Holder) may request the revocation of the Gandi SSL Certificate.

In the event of a transfer of a domain name to which the Gandi SSL Certificate is associated to another registrar, the Gandi SSL Certificate will remain valid until its expiration date, but may not be renewed. Then, only if the former Certificate Holder remains the owner of the attached domain name, the latter can renew or revoke the Gandi SSL Certificate.

Section 14. Suspension or Termination of this Agreement/Your Gandi SSL Service; Revocation of Your Gandi SSL Certificate by Gandi

14.1. Expiration; Renewal

Gandi SSL Certificates are issued for an initial duration that varies from one (1) to three (3) years (from subscription to the Gandi SSL Service and publication), depending on the length of the subscription that you choose, and then they expire, unless renewed.

Renewal of your Gandi SSL Certificate is not automatic. You must expressly renew via your Gandi Account management interface. If these deadlines are not met, we cannot guarantee renewal without a disruption in service. We strongly recommend that you renew the Gandi SSL Certificate well in advance and within the 60-day period before the expiration, also take into consideration the means of payment chosen to pay to avoid any disruption in service upon expiration of the term of your Gandi SSL Certificate.

You may renew your Gandi SSL Certificate on our Site within sixty (60) days before the expiration of the certificate, if (1) we have received and validated payment in full for the renewal (at the price set forth on our Site at the time of the renewal), and (2) you have provided and we have confirmed any required further proof of identification and documentation. The details of the renewal procedures for Gandi SSL Certificates are explained on our Site and in the Gandi CA CPS: https://www.gandi.net/ssl/documentation.

The means and methods of payment that we accept are set forth in Gandi's General Service Conditions. The easiest and fastest way to make a payment is by credit card or PayPal. For bank transfers, we require seven (7) days from receipt of the bank transfer for the processing. We do not accept bank transfers for less than ten dollars ($10 USD). We are not responsible for bank-related or other third party related payment delays such as validation or fraud holds, processing delays, etc. We are likewise not responsible for payment processing delays that are the result of incomplete or incorrect transaction or account information or identification references provided by you that make it more difficult for us to pair your payment to your account. There is no grace period. Once a Gandi SSL Certificate has been revoked, it cannot be renewed. If you would like a new Gandi SSL Certificate, you must submit a new CSR and create a new Gandi SSL Certificate.

14.2. Revocation by Gandi

Revocation of your Gandi SSL Certificate cancels your Gandi SSL Service and instructs that it be de-published (i.e. published in the public list of revoked certificates, available at: http://crl.gandi.net). It also immediately removes the "https" from the website domain name to which the Gandi SSL Certificate was associated. A website that previously had a Gandi SSL Certificate associated with its domain name, upon revocation of that certificate, may display errors or become temporarily inaccessible. Revocation is permanent. It cannot be reversed.

In the event that you breach your obligations set forth in this Agreement or in any other applicable Gandi Contract, depending on the nature or reoccurrence of the breach, in its sole discretion, Gandi will (i) terminate this Agreement and revoke your Gandi SSL Certificate; or (ii) give you notice of the breach and an opportunity to cure the breach within fifteen (15) calendar days of our notification to you thereof. In its sole discretion, Gandi may terminate this Agreement and/or revoke your Gandi SSL Certificate with immediate effect, without prior or further notice. In the event that Gandi terminates this Agreement and revokes your Gandi SSL Certificate based upon your breach, you will not be entitled to a refund. You are responsible for all consequences of the revocation of your Gandi SSL Certificate.

The circumstances in which Gandi may terminate this Agreement and immediately revoke your Gandi SSL Certificate without prior notice include, but are not limited to, the following:

In the event of the loss, theft, modification, unauthorized communication, or any other corruption of the private key associated with the Gandi SSL Certificate, or the password associated with the Gandi Account;

- In the event of the modification of information relative to the holder of the Certificate, which may be viewed in the Certificate, or if this information is false or obsolete (such as in the case of a change of the owner contact for the domain name);
- If the Gandi SSL Certificate is not used in accordance with its intended use or to the technical specifications and limitations of the Gandi SSL Service;
- If maintaining the Gandi SSL Certificate would harm Gandi's goodwill or business reputation;
- Any material breach of any agreement related to the domain name to which your Gandi SSL Certificate is associated; and
- Any improper use of the "Gandi Trust" logo.

In the event that your Gandi SSL Certificate is revoked, you must immediately cease all use of the revoked certificate.

In the event that Gandi elects to terminate this Agreement and/or suspend, deactivate, delete or terminate your Gandi Account and/or your Gandi SSL Service and/or any other associated services as a result of your breach of this Agreement, you acknowledge that you will not be entitled to a refund of any kind. You further acknowledge and agree that Gandi will not be held responsible or liable for any damages of any kind related to or caused by Gandi's termination or suspension of your Gandi Account and/or your Gandi SSL Service and/or any other associated services.

Gandi does not perform backup service for the Gandi SSL Service. We strongly recommend that you perform regular backups of your server's content.

Termination or suspension of services does not excuse your obligation to pay any outstanding amounts due in connection with services already provided or domains already registered.

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

14.3. Suspension, Termination and/or Revocation as Required by Law or Regulation

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

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

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

In the event that Gandi must terminate this Contract and/or suspend, deactivate, delete or terminate your Gandi Account, your Gandi SSL Service and any other associated services for any of the foregoing reasons, you acknowledge that you will not be entitled to a refund of any kind. You further acknowledge and agree that Gandi will not be held responsible or liable for any damages of any kind related to or caused by Gandi's termination or suspension of your Gandi Account, your Gandi SSL Service or any related services. Gandi does not perform backup service for the Gandi SSL Service. We strongly recommend that you perform regular backups of your server's content.

Termination or suspension of services does not excuse your obligation to pay any outstanding amounts due in connection with services already provided or domains already registered.

14.4. Suspension or Termination for Maintenance or Security Breach

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

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

Section 15. Availability of Service

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

Gandi reserves the right to reset the password used to access your Gandi Account, if, in our judgment, the current password is unsecure or not current. We may also reset the password used to access your Gandi Account in connection with any security audit required by our data centers or any other third party with whom we contract to provide the Site.

In our sole discretion, we may limit or otherwise restrict the amount of bandwidth, disk space or storage space available to you. We may also limit or restrict the Site in adherence to any new governmental regulations or policies that may arise, either domestically or internationally.

We reserve the right to refuse service. Notwithstanding the foregoing, we reserve the right to refuse access to the Site to anyone, at anytime, for any reason or no reason.

From time to time, it may be necessary for us to update certain software, applications and/or the Site without prior notice. An example of a needed update is an update from one version of PHP to another. The updated version may not be compatible with your Content and/or website(s), and your Content and/or website(s) may cease to function as expected following the update. In most all cases, we are unable to rollback or otherwise reverse the update. You are solely responsible for adjusting your Content and website(s) to and ensuring compatibility with the updated version and you agree that Gandi shall not be liable in any way for any loss or damage you or any other person or party may suffer as a result of our update to certain software, applications and/or the Site.

Section 16. Limitation of Gandi's Responsibility for Technical Problems

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

- Consequences of your failure to chose the Gandi SSL Certificate that suits your needs (we are not responsible if you later determine that the Gandi SSL Service or certificate offerings do not adequately meet your objectives);
- Problems with the installation of your Gandi SSL Certificate on your server;
- Your failure to keep confidential and secure your Gandi SSL Certificate's private keys, even if by negligence, theft or hacking;
- Your failure to keep confidential and secure your Access Codes, even if by negligence, theft or hacking;
- Actions of third parties to whom you have delegated responsibility over your Gandi Account, your Gandi SSL Service and/or your Gandi SSL Certificate;

- Consequences of your failure to provide and keep updated complete and accurate contact and account information;
- Your inability or refusal to provide the necessary proof of identification and documentation or your failure to do so within the time period required;
- Revocation of your Gandi SSL Certificate, either by your or a third party to whom you have delegated authority to act as the Certificate Holder;
- Your failure to timely renew your Gandi SSL Certificate;
- Your failure to abide by the technical limitations of the product that you have chosen; or
- Loss of Content, under any circumstances

Section 17. Indemnification

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

You agree to defend, indemnify and hold Gandi and each of its respective affiliates, directors, officers, agents (including Trustees) and employees harmless from and against any and all claims, obligations, losses, damages, costs, liabilities and expenses (including reasonable attorneys' fees and costs) incurred by any or all of them arising from or due to any claim, action, dispute or demand made by any third parties (including but not limited to customers or licensees of Customer) that are related to or arising out of your use of the any Gandi service or from your placement or transmission of any materials or content onto or through Gandi's SSL Certificates. Such liabilities may include, but are not limited to: (a) trademark, trade name, trade dress infringement (including cybersquatting or typo squatting claims) and related claims; (b) false advertising claims, (c) liability claims for products or services, (d) infringement or misappropriation of intellectual property rights, (e) violation of rights of publicity or privacy, defamation, libel, slander obscenity, or child pornography, (f) spamming or any other offensive or harassing or illegal conduct (including but not limited to any violation of our acceptable use policy), or (f) any other damage arising from your equipment, your business, or your use of our services.

This indemnification provision is a material provision of this Agreement and shall survive the termination of this Agreement.

Section 18. Limitation of Liability; Disclaimer of Warranties

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

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

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

Section 19. Force Majeure

Notwithstanding any other provision of this Agreement, neither party shall be held responsible for any loss, damage or delay suffered by the other party owing to any cause that is beyond the reasonable control of the defaulting party and cannot be attributed to negligence or willful nonperformance of its obligation. Such causes include, but are not limited to, wars, embargoes, riots, civil disturbances, acts of terrorism, fires, storms, floods, typhoons, earthquakes and other natural calamities, strikes and labor disputes, government acts and restrictions, failure of the public Internet (including Internet Service Providers and Internet accelerators) and other causes that cannot be overcome or prevented by due diligence. Either party wishing to invoke this Section shall give notice to the other party stating the relevant cause. The defaulting party shall promptly resume performance of its obligations the moment such cause or causes cease to operate; provided, however, that if the condition continues for a period of more than seven (7) days, the party not claiming Force Majeure under this Section shall have the right to terminate this Agreement.

Section 20. Restricted Countries; Import/Export Compliance

The Gandi SSL Service, Gandi SSL Certificates and all other Gandi products and services are subject to U.S. export control laws and regulations, including, but not limited to, the Export Administration Regulations ("EAR"), 15 C.F.R. Part 730 et seq., and the various sanctions regulations administered by the Office of Foreign Assets Control. Gandi complies with all such U.S. export laws and regulations in connection with its provision of the Gandi SSL Service and the sale of Gandi SSL Certificates, and its provision and sale of all of its other products and services. In particular, Gandi does not provide Gandi SSL Service or sell Gandi SSL Certificates to persons living in Cuba, Iran, Sudan, Syria and North Korea. Moreover, through its agreement with Comodo, Gandi has agreed not to provide its Gandi SSL Service or sell Gandi SSL Certificates to persons living in Afphanistan, Angola, Eritrea, Federal Republic of Yugoslavia (Serbia or Montenegro), Iraq, Liberia, Libya, Myanmar, Rwanda, and Sierra Leone. These countries are all collectively herein referred to as the "Restricted Countries." Gandi further refuses to provide its Gandi SSL Service or sell Gandi SSL Certificates, without prior authorization from the U.S. Government, to a prohibited person or organization identified on one of the following lists maintained by the U.S. Government: List of Specially Designated Nationals ("SDNs"), Denied Persons List, Unverified Persons List, Entity List, and the Department of State's Debarred List and Nonproliferation Sanctions List. These lists can be found at: http://export.gov/ecr/eg_main_023148.asp. Additionally, Gandi will not allow its Gandi SSL Service or Gandi SSL Certificates to be used, directly or indirectly, in activities related to the design, development, production, stockpiling, or use of nuclear weapons, chemical weapons, biological weapons, missiles or other vehicles capable of delivering such weapons. By using the Gandi SSL Service and purchasing a Gandi SSL Certificate, you represent that you are not a person living in any of the Restricted Countries, that you are not a person listed on any of the aforementioned lists (or working on behalf of any such person), and that you are not using any Gandi service or product for any prohibited purpose. You acknowledge that unauthorized exports, reexports or transfers of our products or services are strictly prohibited.

Section 21. Miscellaneous Provisions

No waiver of any provision in this Agreement shall be deemed a further or continuing waiver of such provision or any other provision. If any provision is found to be void, unlawful or unenforceable for any reason, that portion shall be deemed severable from these terms and shall not otherwise affect the validity and enforceability of any remaining provisions.

Gandi enters into this Agreement on its own behalf and on behalf of each of its worldwide affiliates. Accordingly, Gandi holds the benefit of and may enforce this Agreement on behalf of those affiliates.

Gandi may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement, or any part of this Agreement, to any other party. Any attempt by you to do so is void.

Section 22. Applicable law; Jurisdiction; Venue

All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, or the rights and obligations of you or Gandi with respect your relationship, shall be governed by, and construed in accordance with, the substantive laws of the State of California, United States of America without regard to conflicts of law principles.

IN CASE OF DISPUTE, THE PARTIES IRREVOCABLY SUBMIT TO VENUE AND EXCLUSIVE PERSONAL JURISDICTION IN THE FEDERAL AND STATE COURTS IN THE STATE OF CALIFORNIA, FOR ANY DISPUTE ARISING OUT OF THIS AGREEMENT, AND WAIVE ALL OBJECTIONS TO JURISDICTION AND VENUE OF SUCH COURTS.

-- end of Gandi SSL Contract --