

**TERMS AND CONDITIONS OF DOMAIN NAME REGISTRATION AT GANDI ANNEX I:
"PRIVATE DOMAIN REGISTRATION" CONTRACT**

Version 1.1 dated June 25th, 2015

The present Contract is an annex to the Terms and Conditions of Domain Name Registration at Gandi, which is therefore an integral part of Our Contracts, which You also accept to fully and unconditionally abide by. It is also presented to You when You create a Gandi account or You activate the Private Domain Registration service for Your Gandi Handle via Your secure management Interface on Our website.

This Contract, as with all Our Contracts can be viewed at all times on Our website: <https://www.gandi.net/contrats>

Terms employed in the present Private Domain Registration Contract begin with an upper-case letter and are defined in Gandi's Terms and Conditions of Domain Name Registration unless defined in the present Contract.

The Private Domain Registration service is provided by the French Registrar Gandi SAS. Within the framework of the present service any designation of Gandi as a Registrar represents the Registrar Gandi SAS.

Section 1. Description of the Private Domain Registration service

Because We care about protecting the privacy of Your personal information, Gandi offers You this Private Domain Registration option. **This free service allows You to hide some of Your personal information from the public Whois database**, within the limits of the present special conditions, which You agree to have read and accepted unconditionally and without any restriction.

The development of this service was motivated by Our customers, who would like to have increased protection against the automated obtaining of their personal information from the public databases and its being used for commercial solicitation or deviant practices such as spamming.

It is also motivated by Gandi's wish to combine the privacy of personal information with the rules set forth by the Trustee Authorities and the Registries that govern the global technical operation of the domain name system, in the framework of its activity of a provider of domain name registration.

This option allows You to partially block, in Your role as a Contact (owner, administrative, technical and/or billing) of a domain name registered at Gandi, the publication of Your contact information on the Internet by hiding Your street address, telephone number, and email address from search results of Your domain name in the public Whois database.

You acknowledge and accept that this optional service:

- neither has the aim or result of getting around Your contractual and/or legal obligation of identification. Notably, it does not let You avoid the necessity of providing Us with Your exact, complete, reliable, and up-to-date contact information, notably for the Contact(s) of Your domain name or for any other service subscribed to at Gandi,
- only aims to limit the display of some contact information regarding domain name Contacts (*owner, administrative, technical and/or billing*) of domain names registered at Gandi to the harvesting of their personal information on the Internet

during a research in the public Whois database,

- consequently, its purpose is to fight against deviant practices on the Internet, and notably to protect Your contact information from being used for deviant practices such as spamming.

The use of this optional service is subject to the strict adherence to Our Contracts and notably the conditions and restrictions that follow.

Section 2. Conditions and limitations of the Private Domain Registration service

2.1. Activation of the service

The activation of the option is possible immediately upon the creation of a Gandi Handle. Nonetheless, this will only take effect when the Gandi Handle is attributed as a Contact of a domain name with Gandi, allowing to hide Your contact information as a Contact in the Whois databases, within the limits of the conditions of the present Contract.

Next, You can, at any time, activate or deactivate the option via Your account management form available via Your management and administrative Interface via Your access codes.

There is a checkbox that allows You to confirm the activation or deactivation of the Private Domain Registration option similar to Gandi's anti-spam protection option. In some cases, You will have to contact Our customer service department after the activation via Your Interface, a manual action from Our side can be required.

Additionally, the effective activation of the Private Domain Registration option requires that You lock each of the domain names associated to Your Handle against transfer (if this is possible with the extension in question). This is a free option that We provide by default for You on Your domain management Interface, that lets You to manage the transfer restrictions to another Registrar. **You acknowledge and accept unconditionally that the Private Domain Registration option must be deactivated in order for the transfer to occur, since**

the activation of Private Domain Registration is incompatible with the proper technical functioning of the inter-Registrar transfer process.

The activation or deactivation of the option for Your Gandi Handle will affect the Whois information for all of the domain names associated to this Handle (*with the exception of extensions that are incompatible with the service or domain not blocked against transfer*).

If You decide to activate or deactivate the service only for certain domain names or certain Contacts, You will have to create separate Gandi Handle(s) for them.

2.2. Incompatible extensions

Note that some extensions are incompatible with this service, given their technical functioning and/or rules as set forth by the Trustee Authorities and Registries that are in charge of their management.

We indicate the extensions that are compatible with this service at the following address:

<http://wiki.gandi.net/fr/domains/private-registration/gandi-provided>

Additionally, the activation of the Private Domain Registration service is not possible for domain names that already use an existing private registration service at the Registry level (for example, any .FR or .EU domains with an individual owner). In this instance, Your personal information is managed by the Trustee Authority or the Registry.

Section 3. Consequences of the activation of the option

3.1. Limited publication of Your contact information

The contact information associated with the Gandi Handle for which You have activated the Private Domain Registration service will be hidden and replaced with the information of the Registrar Gandi SAS in the public Whois database, though Gandi cannot control the propagation delay of the information in the Whois database.

Concretely, once the service has been activated, only the following information will be seen in the Whois (*and only for the Gandi Handle that has this option activated on*):

- Your **first and last name, and the organization name for legal persons** (*they will always appear, even though the rest of Your contact information replaced by the ones of the Registrar Gandi SAS*),
- **contact information of the Registrar Gandi SAS** that is specifically designed for this service, which will be a substitute for Your own (*street address, telephone number, and fax if applicable*),
- **an email address in a specific "anti-spam" format**, that nonetheless allows third parties to contact You. Emails will be forwarded automatically to the email address that You have provided in advance (*this Gandi anti-spam option may be*

activated or deactivated independently of the Private Domain Registration service).

Your complete, reliable, and up-to-date information will still be taken, registered and processed in Our database, in that of the Registrar Gandi SAS and in that of IRON MOUNTAIN (ICANN's designated Registrar Data Escrow agent) concerning the generic extensions under the Trustee Authority of ICANN, and sent to any third party that requests it.

3.2. Activation by default of Gandi's anti-spam option

Gandi's anti-spam option is automatically included in the Private Domain Registration service for the extensions that allow it. When You activate the Private Domain Registration service, it is automatically activated on the email address associated with Your Gandi Handle.

The email address associated with Your Gandi Handle is then replaced in the public Whois database by the so-called "anti-spam" address which takes the form of "xxxxxxx@contact.gandi.net". This address is functional and automatically forwards email to the address that You indicated.

You can nevertheless deactivate or activate this anti-spam option independently from the Private Domain Registration option via Your Interface.

Upon the deactivation of anti-spam option, the email address that You have already provided will be shown in the public Whois databases, even if the Private Domain Registration option is activated on Your Handle, that You acknowledge to have been informed of and that You accept.

Likewise, if You only activate the anti-spam option and not the Private Domain Registration option, Your provided email address will be replaced by an "anti-spam" address, but all other personal information provided will be shown in the public Whois databases.

Section 4. Maintaining all Your identification obligations

All Your contractual obligations, and particularly those stated in Our Contracts, as well as the penalties incurred in the event of a breach of Contract, remain fully in effect.

The activation of the Private Domain Registration option does not release You in any way from the obligation to provide, either for Yourself or for Your Contacts, if applicable, complete, accurate and reliable data (*first and last name, organization name for legal persons, complete postal address, current valid email address, valid telephone number, and, if applicable, fax and cell phone number*), and to keep them constantly updated, in accordance with Our Contracts.

Additionally, You acknowledge to have been informed of and to have accepted that the activation of the Private Domain Registration on Your Gandi Handle does not release You from Your obligation of identification on the websites and/or blogs that

You host or publish online (*legal mentions, editor, publication director, etc.*)

As a reminder, the violation of Your legal and contractual identification obligations constitutes a serious breach of Contract, and is therefore grounds for the suspension, or early termination of the present Contract, leading to the immediate deactivation, without notice, of the option on the Gandi Handle concerned, and for the suspension or deletion of Your Gandi account and/or all the services associated.

Section 5. Communication of complete contact information

You acknowledge and accept that **We and/or the Registrar Gandi SAS will disclose the complete contact information** that has been registered for the Gandi Handle using this service that is attached to a domain name, unless there is a special condition depending on the extension in question:

- to any third party that requests it: third parties must be able to contact You and/or to send You complaints, whether to allow You to, if applicable, contest the charges Yourself or to correct Your situation so that You are in conformity with Your contractual obligations by assuring that You have the possibility of responding to accusations,
- to the authorities or authorized third parties under the applicable law,
- in the event of a dispute over a domain name for which the Gandi Handle is declared as the Contact (*legal procedure or alternative dispute resolution procedure*),
- in the event of a notification in conformity with the article 62 (1) of the modified law of the 14th of August 2000 relative to the electronic commerce (called LCE) or of a request from any third party, notably concerning Content that You store, operate, publish, transmit, and/or run, under Your sole responsibility, via Our services, whether directly or indirectly.

Section 6. Deactivation of the Private Domain Registration service

You acknowledge and accept that the Private Domain Registration service can be deactivated in the following cases:

- in the event of a breach of Our Contracts **and in particular in case of use of this option for illegal purpose, or in case of dispute**, and/or
- in application of technical or legal obligations.

In addition, You can terminate the Private Domain Registration service at any time by deactivating the option via Your management Interface.

The deactivation of this service makes all the contact information that You have declared for the given Handle visible in the public Whois databases.

Section 7. Gandi's Private Domain Registration service is not a proxy

The role of Gandi remains unchanged as neutral technical intermediary in the registration and management of domain

names. You acknowledge and accept that:

- this service is **not intended for domiciliary or anonymity purposes or for forwarding correspondences** (*except for the forwarding of emails via the special anti-spam option*),
- **Gandi has no obligation to forward postal mail, messages, or any other document** that is addressed to You at the default address which substitutes Your own in the Whois, and declines any and all responsibility with regards to this,
- **You alone are responsible for the consequences of the activation of this service, in particular if a third party is unable to contact You.**

No letter, document, or request of any type or form can be sent to You via the substitution address. You acknowledge to have been informed of this and to assume all the consequences and responsibilities.

Neither You nor Your Contacts, if applicable, are authorized to make any use whatsoever of the contact information of the Registrar Gandi SAS once it has been substituted for Your own. In particular, You are forbidden from using this information when addressing a third party, or to indicate it in place of Your own in any way outside the present service and in accordance with Our Contracts. You will be held liable to Gandi and the Registrar Gandi SAS as well as to third parties with regards to this, in addition to penalties as stated by applicable law.

Section 8. Exclusion and limitation of Gandi's responsibility

Gandi and the Registrar Gandi SAS can not guarantee that the activation of the Private Domain Registration and/or anti-spam option will block all spam, gathering of Your personal information, or other unwanted commercial solicitation, as Gandi and the Registrar Gandi SAS can not, at its level, control the security of the entire Internet, which is decentralized. Additionally, Your first and last name will always be visible, even though the rest of the information will be replaced by the ones of the Registrar Gandi SAS.

Therefore, You recognize that Gandi and the Registrar Gandi SAS can not be held responsible if You are, despite the means that We put in place, victim of spam, or of any other infraction or deviant Internet practice. Your contact information can be gathered through many other means.

You acknowledge and accept also that We and the Registrar Gandi SAS can not be held liable for the time it may take to activate or deactivate the Private Domain Registration and/or anti-spam service, as there are propagation delays on the Internet that Gandi and the Registrar Gandi SAS do not control.

The liability of Gandi and the Registrar Gandi SAS is also excluded because of the communication of contact information associated to Your Gandi handle in application of the present Contract to which You specifically and unconditionally consent to when subscribing to the Private Domain Registration Service.

Likewise, You acknowledge that Gandi and the Registrar Gandi SAS can not be held liable in the event of the

suspension or interruption of the Private Domain Registration service and/or anti-spam for technical reasons, events beyond their control, a legal or procedural obligation, the application of a decision of a court order, or of an organization accredited by a Trustee Authority or a Registry within the framework of an alternate dispute procedure or any other competent authority.

Additionally, by explicit agreement between the parties, Gandi

and the Registrar Gandi SAS can not be held liable for any indirect prejudice caused by Your use of this Private Domain registration and/or anti-spam service, in conformity with Our Contracts.

You explicitly agree to guarantee and hold harmless Gandi and the Registrar Gandi SAS from any indemnity whatsoever connected to the substitution of Our contact information with Your own.

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