

General Terms and Conditions of Domain Name Registration

Last Update September 1, 2016 - Version 2.0

These General Terms and Conditions of Domain Name Registration ("Domain Name Contract" or "Agreement") constitutes a binding agreement between Gandi US, Inc., a Delaware corporation located on 121 2nd St. Ste 500, San Francisco, CA 94105 ("Gandi", "We", "Our", or "Us"), and any individual or entity registering as a user and electing to register, transfer, renew or restore a domain name through the online portal available at <https://beta.gandi.net> (Your "User Account"). By using Our services, You agree at all times to abide by this Domain Name Contract and any additions or amendments. Please read this Agreement carefully.

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, restore or renew via Your User Account (collectively, the "Gandi Contracts").

The Gandi Contracts may be viewed at any time at <https://beta.gandi.net/contracts> in an electronic format downloadable and printable for Your records. Please note that We may also offer services through third parties that are governed by the terms and conditions of the respective service providers. Those terms and conditions are either listed in the respective Gandi Contract or will be displayed when You purchase the respective service. ICANN or Registries or Trustee Authority set forth specific terms and conditions applicable to the registration of each Extension. 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 sole discretion. We will use reasonable efforts to notify You and point out the updates. 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 User Account.

Your continued use of Your User Account, the use of <https://beta.gandi.net> (the "Site", "Our website" or "Gandi's Bêta website"), the use of Our domain name registration and management services and any affiliated Gandi's services that redirect or link to this Agreement 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 at the date at which the update will be displayed on Our Site.

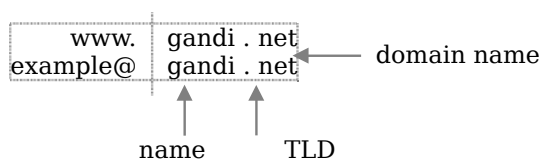
Capitalized words used in this Domain Name Contract have the definition given to them in Gandi's General Service Conditions that are applicable unless stated otherwise in this Agreement.

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.

INTRODUCTION: THE DOMAIN NAME ARCHITECTURE

What is a Domain Name?

It is a human-readable Internet address that is made up of a name that You choose and an extension (TLD). It is most frequently used to name a website or an email address. For example:



What is it Ssed For?

If You think that www.gandi.net or gandi.net is easier to remember than 217.70.177.41 (an IP address), then You already understand the rationale underpinning the naming system.

A domain name does not change according to the place where Your web or e-mail data is stored (hosted): You could change Your web host or Internet access provider without changing the name of Your website or Your e-mail address.

How Does it Work?

To ensure the proper functioning of the IP address/domain name resolution system, a worldwide technical database (the "DNS" which stands for Domain Name System) must be maintained and shared as a directory: this is a core task of the technical parties involved in the naming system and which provide related services.

Another directory, assigned to recording administrative data, is also available to everyone via the Internet. It is named the "Whois", which keeps records of all registered domain names and their owners. Sharing and updating this Whois database is mainly entrusted to independent Registrars. Gandi provides access to its Whois database at the following address: <https://www.gandi.net/whois>.

Who Makes the Rules?

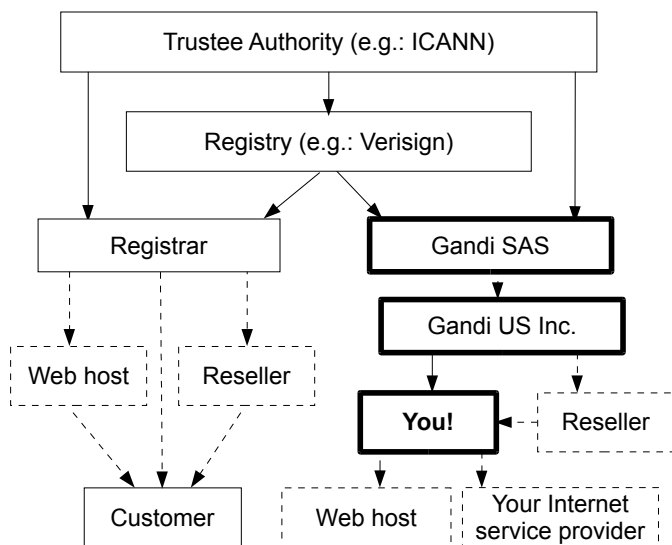
All applicable rules are set forth by the ICANN, the “Registries” (such as Verisign, Afilias, Neulevel, PIR, etc...) and Trustee Authority empowered to manage each respective TLD at the international level. These entities establish the assignment, managing, and modification rules of domain names, to which all accredited Registrars and domain name owners must comply.

Where does Gandi Stand in the Naming System?

In order to register a domain name, a registered name holder (also known as a “Registrant”) has to use the services of an accredited Registrar.

Gandi U.S. Inc., provides this service through a Registrar such as Gandi SAS, a French Registrar, accredited by both ICANN and Registries of each TLD to assign and manage domain names according to their specific TLD. The terms and conditions of these accreditation contracts apply to Gandi SAS and by contract, to Us, It stems from the above that the obligations of these contracts applies to You either or/ You must meet the obligations set forth by Registries and ICANN by a spill over effect.

The following diagram describes the various parties involved and the naming organisation for a given TLD, for example <.com>:



As You can see, Gandi is not an isolated actor, but is the closest technical party linking You to the worldwide databases of domain names.

As such, We commit Ourselves to use best efforts to attempt to providing You with the reasonable Services. This being said, due to the rules and obligations set forth by the Registrar, ICANN and Registries, and which You must also abide by, Our services are limited in some of their technical, legal, regulatory and contractual aspects.

The rules set forth by ICANN, Registries and Registrar are available on their respective websites and on the “Terms & Conditions” page of Gandi’s website mentioned above, as well as the [Registrant’s Benefits and Responsibilities](#) webpage.

And You?

You are the purchaser of the domain name, which means that You may act as the owner for the individual or the legal representative of a legal entity that will be declared as the owner of a domain name upon its registration. The owner of the domain name (hereinafter the “Customer” or “You”, “Your”, or “Owner Contact”) will appear in the public Whois database, which can be accessed for example, at <https://www.gandi.net/whois>

Therefore it is imperative that You provide exact, complete, and up-to-date data and Personal Information, as well as be able to prove Your identity and/or Your ability to act as the legal representative when the owner is a legally-registered entity (company, organization, etc.).

In the event You purchase a domain name on behalf of a third party, You agree to obtain each of the owner’s approval of the current version of this Contract, and to retain evidence of their acceptance as long as the domain name remain registered with Gandi.

If upon Your written contract, the domain name is registered in Your name and/or Your User Account or on Your behalf by a third party, You are also held accountable, as the registered owner (listed as such in the Whois listing of the domain name), by all the clauses of this Contract, of which the proxy agent (if you use one) is required to provide you a copy of.

Likewise, if You grant a user license to a third party, You remain bound, as the owner, by all the terms and conditions of Gandi's Contracts and You are fully liable for the use and registration made of Your domain name.

For some TLDs, You are only granted an exclusive user license by the Registry for the domain name that You have chosen. This being said, however, You shall remain, in any case, bound by the same obligations.

Section 1- Description of the Service

Gandi provides You with services of Internet domain name registration and management.

Gandi's service is one of a neutral technical intermediary between You and ICANN and/or the Registration Office and/or the Registries in charge of the various domain names extensions, and the Registrar being Gandi SAS. Gandi's role consists in the transmission of Your requests to the above-mentioned service providers, under the condition that they/You respect Our Contracts and the mandatory rules and obligations established by the service providers.

Section 2- Gandi's Commitments

In its role as a provider of services of domain name registration through the Registrar, Gandi commits to:

- allowing You to formulate Your requests pertaining to the registration of and management of Your domain name under the condition that You abide by the special rules that apply to the extension that You want to register, and its availability, via Gandi's secure Interface, in such a way as to automatically transmit them to ICANN, Trustee Authority, Registry or Registrar concerned;
- providing You, through Gandi's website, with an automated, reliable, and straight-forward procedure to use Our services in a manner that is autonomous and secure;
- allowing You to check the availability of a domain name before proceeding with its registration on Gandi's interactive web interface, and to be informed of the special rules and conditions that are applicable to the extension that You want to choose,
- providing a Whois service on Gandi's website, that allows to requests for up-to-date (meaning, with at least a daily update) information on a free basis concerning all active domain names managed by Gandi for all extensions that We provide;
- transmitting the data to the relevant Registries and within the deadlines required by the rules established by these service providers, in such a way that they are in the Whois database;
- rapidly updating Our database used to provide public access to the Whois database upon reception of data updates concerning the domain name, to be made available and to be updated at least every 5 hours in the Whois domain name database;
- displaying the rules and conditions applicable to the various extensions that Gandi offers, within the framework of its registration service;
- refunding You in the event of a failed transaction (for example if the domain name is no longer available when We receive Your payment), provided that the transaction can be cancelled and refunded by the Registrar or the Registry;
- allowing You to terminate the Contract when You deem is suitable, with no extra cost unless stated otherwise in this Contract

The limits of Our obligations and commitments and the conditions under which We may act upon Your User Account, Your Personal Organization, Your Legal Contacts and/or Your Domain Name, are outlined both in Our Contracts and hereafter.

The limits of Our commitments, specifically related to domain name services provided by Gandi are mainly related to the Internet itself, to Our status as technical party, and to the obligations that apply to Us in accordance with the rules established by ICANN and Trustee Authorities and Registries and Our Contract with the Registrar.

Section 3- Your Commitments Specifically Pertaining to Our Domain Name Service

You acknowledge and accept that the obligations listed in Our General Service Terms and Conditions, whatever the subscribed service may be (Article 3 of Gandi's General Service Terms and Conditions) fully apply within the framework of the present domain name registration and management services.

Additionally, in accepting the Contract and in using Our domain name services, it is Your obligation to continually assure that the following specific obligations are met:

3.1. Obligation of Identification for the Owner, the Contacts, and the Name Servers of Your Domain Name

You must identify Yourself within the framework of Our Contracts (see Sections 3.4 and 4 of Gandi's General Service Conditions).

This identification is a prerequisite to the domain name registration and management service, as it is used to identify the owner as well as the administrative, technical, and billing Contact of any domain name (the Legal Contacts). These contact information are integrated in a public Whois database pertaining to Registries, and are available to everyone in the world in accordance with applicable rules managing Domain Name registration all over the world, established by ICANN and/or the Trustee Authorities and/or Registries.

You must provide accurate information for publication in directories and promptly update this to mirror any changes. The information that must be provided for the registration of a domain name will vary depending on the domain's extension, and the mandatory rules that are set by ICANN and/or Trustee Authorities and/or Registries that manage the domain name extensions, that are necessary for the functioning of the system for allocating domain names.

The necessary or ancillary information is indicated at the time of their collection, on Gandi's website, in order to take into account the special rules of each chosen extension. They are mainly the following:

- for each Legal Contact of the domain name : (1) if the Contact is an individual: first and last name. If the Contact is a legal entity: the corporate name, and the name of the legal representative; (2) a complete mail address; (3) an e-mail address; (4) a telephone number; (5) if relevant, fax number and/or cellular phone number,
- for the domain name, technical information: (1) IP addresses of the primary and secondary DNS (Domain Name Servers); (2) Names of these DNS. The DNS information is provided by Gandi if You have chosen some of Our optional technical services, or by default [waiting for Gandi's validation].

You declare to have been fully informed and to accept that in accordance with the mandatory rules established by CANN and/or Trustee Authorities and/or Registries, We are bound to collect these information and to communicate it to Registrar, and to these service providers for publication in directories such as Whois database, both for You and Your Legal Contacts, as well as the creation date and expiration date of Your domain name, in order to assure the good functioning of the worldwide domain name database, and the naming system in general.

In accordance with Gandi's General Service Conditions, this information, ascribed to Your User Account associated to Your domain name registration, is Your sole and entire responsibility, and is entered directly by You on Gandi's web interface, via Your User Account.

As the declared owner Contact, You remain responsible to providing and updating Your contact information as well as those of Your Contacts, including in the event of a license of use granted to a third party. You commit Yourself to provide information that is complete, exact, and reliable, and to keep it continually up-to-date, by Yourself and when requested, for all data associated to the registration of Your domain name so that it is permanently accurate and up-to-date and allows Us to easily contact You at any time, and to provide proof of this information immediately upon demand, if this is required from You (*notably to prove Your identity and/or street address or any special item that may be required for Your domain name's extension*).

As indicated hereafter and in accordance with Gandi's General Service Conditions, the failure to abide by these obligations is grounds for the suspension or deletion of Your User Account and/or associated services, and in compliance with ICANN and Registry rules, the suspension or cancellation of the registration of Your domain name (see Section 12).

In addition, in accordance with ICANN rules, for domain names registered under an ICANN extension, You commit Yourself, both for You and Your Legal Contacts, to update Your contact information by Yourself within seven (7) days of any modification of Your information

Failing to update the contact information within seven (7) days of any modification or to answer within fifteen (15) days to a verification request of Your contact information is considered as a breach of the Contract and is grounds for the suspension or the deletion of Your domain name(s) as well as the deactivation or the deletion of Your User Account and the early termination of the Contract.

In addition, in accordance with the rules and the accreditation agreement binding the Registrar to ICANN, the Registrar must verify Your reachability as well as the one of the person responsible for paying for the domain name. In order to do so, the Registrar will send to the email address associated to Your User Account indicated as the owner Contact as well as to the email address of the person responsible for paying for the domain name as indicated in his or her User Account, an email with a link that must be validated in order to justify the validity of these email addresses. The email sent by the Registrar must be validated within fifteen (15) days. In case of failure to perform this validation, Your domain name(s) registered under an ICANN extension will be suspended until the validation of Your email address and the one of the person paying the domain name. This verification is made once by email address following the registration of Your domain name, a transfer in or an owner change as well as following a modification of Your email address or the one of the person paying the domain name, if the email address has not been previously verified under this procedure.

The Registrar also has the obligation to proceed to a re-verification of Your email address or the one of the person responsible for paying for the domain name, if We have any information suggesting that these email addresses are no longer valid.

3.2. Adhering to the Specific Rules of Each Extension for the Registration and Settlement of Disputes

CANN and/or Trustee Authorities and/or Registries have set down special rules to which You must comply with in order to register and maintain Your domain name in the global shared database.

Additionally, the Registries and ICANN have specific rules that govern any dispute concerning the choice and/or the use of Your domain name.

These rules, which Gandi comply with as well as Yourself, are incorporated by reference into Our Contracts. They are mentioned and accessible via Gandi's website on the landing page for each extensions managed by Gandi.

Consequently, You agree to abide by the Contract, including the specific rules that are set forth by ICANN and/or Trustee Authorities and/or Registries and to assure that these specific rules shall inure to the benefit and be binding upon each of Your Contacts and beneficiaries of any license of use , for each extension that You have chosen for a given domain name.

You commit Yourself to abide by any alternative dispute resolution procedure and decision that is opened or issued in application of these rules, as described hereafter.

3.3. Choice and Use of Your Domain Name under Your Responsibility and Guarantee

You will be solely liable for the registration and use of Your domain name. In addition to the terms of Our Contracts, within the framework of the Contract:

- You commit Yourself to choosing and using Your domain name and Our services in a way that constantly respects Our Contracts, all applicable laws of the United States of America, the rights of third parties (intellectual property laws, personality rights, publicity and privacy rights, trademarks, etc.);
- You declare that neither the registration of Your domain name, nor the manner in which it is directly or indirectly used will infringe upon the rights of third parties or any applicable law, including contractual, local, international laws;
- You represent and warrant that You hold, throughout the duration of the Contract, all the rights, authorizations, licenses, necessary for the choice of Your domain name and to the use made of Our services, in such a way to be able to prove this as promptly as practicable;
- You agree to refrain to use Our services or Your domain name in a way that violates Our Contracts and to engage in, directly or indirectly, activities that are illicit, fraudulent, deviant, abusive or prejudicial in any way

You are fully responsible for any and all consequences of disputes arising due to the choice and use of Your domain name, including for a user license granted to a third party, and of the use of Your Contacts' Access Codes and or User Account. Gandi, ICANN, and Registries shall not be held accountable in any way concerning these aspects of the domain name.

You commit Yourself to facilitating the rapid resolution of any problem that may arise regarding Your domain name, and if necessary to provide Us with, as soon as practicable, all information related to the identity of any third party having a user license on Your domain name.

In addition, in accordance with ICANN rules, for domain names registered under an ICANN extension, You remain responsible of any use of Your domain name, including in the event of a license of use granted to a third party, unless You disclose the identity and contact information of this third party to the complainant within seven (7) days.

You commit Yourself to indemnify and hold harmless the Registrar, Registries and ICANN and their directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to Your domain name registration. This guarantee shall remain after the end of the Contract, whatever may be the cause, and is the direct consequence of the accreditation agreements between the Registrar and ICANN and Trustee Authorities and Registries.

You expressly agree that, as a result of Your guarantee, which will survive the Contract, and in compliance with all applicable state and federal laws, You subject Yourself, Your assignees and successors to be answerable to any proceeding against Gandi SAS and Gandi US, Inc. by any party, with regards to Your domain name (notably to the choice, registration, and use that was made of it while You were the registered owner) in any Court of proper jurisdiction or before any, other authorized tribunal or agency.

Section 4- Prices - Means of Payment - Billing

You agree to make all necessary payments, and/or to ensure that such payments are made for the chosen services according to the prices and conditions that are applicable at the time of Your order on Our website, in accordance with Gandi's General Services Conditions.

There could be a discrepancy between the payer and the owner of a domain name. Being the payer is not a ground to claim ownership of the domain name. The owner is the person or entity clearly identified/listed as such (owner or registrant) in the Whois database.

In accordance with Gandi's General Services Conditions, Your order will only be completed upon the full payment and validation of said payment within the mandatory deadlines. You cannot claim any right to a domain name for which the registration order or renewal order could not be completed. It stems from the above that, Your domain name may not be registered, renewed, or restored. The mere acceptance of any registration fees does not in itself constitute a domain name registration. A domain name is only registered upon Registry's approval of any registration application.

Section 5- Service Activation - Cancellation Right

Our main service, which consists in transmitting Your registration request (for a given domain name for a given period) and performing the payment of corresponding fees to the Registry is executed and paid immediately.

The activation of the service corresponds to the registration date of Your domain name in Our database.

In accordance with Gandi's General Service Conditions, You acknowledge and accept that You cannot claim a refund for the early cancellation of Your domain name.

In accordance with Gandi's General Service Conditions You (as You are defined as a consumer according to applicable laws), acknowledge and accept that the right of cancellation does not apply if the service is activated before the completion of five (5) calendar days or as provided under applicable laws of the State of Delaware.

Section 6- Duration and Validity of the Domain Name and Contract

The Contract becomes effective upon the subscription of the service via Our web interface

The duration of the Contract depends on the validity of Your domain name registration.

Depending on the constraints that are applicable to each type of registration request and each domain name extension, You choose the duration (from one to ten continuous years) for which You would like to register or renew Your domain name at the Registry, via Gandi's service. You can see for how long each extension may be registered (or renewed) on Gandi's website on the landing page of each TLD.

Please note that whatever the duration of validity of Your domain, the mutual obligations that derive from its registration (or renewal, if applicable) remain in force until the expiration date of the domain name. The expiration date is at all times specified in Gandi's Whois (<https://www.gandi.net/whois>) and on Your Interface (hereinafter referred to as "Expiration" date).

The Contract may begin after the registration date of Your domain name in the public Whois database (for example in the event of a transfer to Gandi while the registration of the domain was initially performed with another Registrar).

The Contract subscribed to, shall rightfully end along with Your domain name at Gandi, without any other necessary action, , except as stated otherwise in the special conditions for some extensions or services.

In order to prevent the loss of a domain name registration, You will be able to request its renewal via Our website before its Expiration date if You wish, for the duration You choose and in accordance with current mandatory rules established by the ICANN Registry and Our Contracts at the time of renewal.

You may also terminate Your Contract before its Expiration date, by requesting in writing the early deletion of Your domain name or its transfer to another Registrar, in accordance with the conditions specified below.

If You transfer the ownership of Your domain name to a third party, the provisions of this Contract and Our Contracts shall inure to the benefit of and be binding upon the new owner , as the new Owner, for the remaining duration of the domain name registration's validity, unless he/she terminates the Contract (by anticipated deletion or transfer to another Registrar), Or other Contracts as amended from time to time.

The violation of Your obligations may lead to the termination of Your rights on the domain name, as described hereafter.

Given such express intent and in accordance with Our obligations with the Registrar, and to the benefit of ICANN, the Trustee Authorities and the Registries, some of Your obligations and Responsibilities will remain effective even after the termination of the Contract or the Expiration date of Your domain name registration. This applies in particular to the bond of indemnity in case of damage caused by the registration or use of Your domain name, or the infringement of the terms of the Contract and/or the rights of third parties, as specified below.

Section 7- Using Our domain name registration service

7.1. Your Domain Name Management Interface (Gandi Account)

In accordance with Gandi's General Service Conditions, Your secure management Interface allows You to manage Your User Account and associated domain names, in an autonomous manner via Your Access Codes.

The subscription to any service is done within the contractual process described in Gandi's General Service Conditions via Our secure management and administration interface (Your User Account).

This Interface notably allows You to do the following, autonomously, and under Your full responsibility:

- verify the availability of a domain name at the time of Your request;
- verify the list of Your domain names, their Expiration dates, the Personal Information provided for each of them and the associated DNS, as well as any technical information that concerns them;
- make any request pertaining to Your domain name in an autonomous basis;
- modify and update the contact information that is associated to Your domain name, and notably to Your Legal Contacts; and
- proceed with the technical modification to Your domain name.

7.2. Your Legal Contact

For the duration of the Contract, You manage and use Your domain name using “Legal Contacts” in charge of the owner, administrative, technical, or billing management of Your domain name.

You can assume the Contacts' responsibilities, or delegate them in full or part to third parties.

If You choose to delegate, in part or in full, the Legal Contacts' responsibilities, as well as if You grant a user license for Your domain name to a third party, You are fully responsible for assuring that Your licensees and all beneficiaries of a license to use uphold and abide by the terms and conditions of Our Contract. The conditions of this Agreement shall inure to them and in particular the following statements:

- be a Legal Contact or payer of a domain name does not grant right to the ownership of this same domain;
- the identity and contact information of the Legal Contacts, which You are required to keep constantly up-to-date, correct, and accurate, are published in the public Whois database unless set up otherwise by the Registry;
- if necessary, We reserve the right to take action against the declared Legal Contacts or the person who paid on Your behalf.

If You have delegated the functions of Legal Contact of Your domain name to one or more third parties, they must have been empowered to act as such, in Your name, and on Your behalf and under Your responsibility regarding Your domain name

If You would like to manage Your domain name exclusively, You just need to assign Your Legal Contact to all the Legal Contacts of Your domain name. The modification of Legal Contacts associated to Your domain name is done via Your User Account

In all cases, You will be solely responsible for the registration and use of Your domain name. You assume sole and full responsibility for the adherence to Our Contracts and applicable laws by Your Contacts and will be held responsible in the event of a violation by any of Our Contacts who/which are empowered to act in Your name and for Your behalf.

Section 8- Description of the Primary Services

Section 8.1. Domain Name Registration at Gandi

8.1.1. Creation of Your Domain Name

You will make Your domain creation request via Gandi's secure web interface.

You acknowledge that You are fully liable as far as the choice of Your domain name is concerned. Any error or misinterpretation registration You made cannot be a ground to seek Gandi's liability whatsoever.

The registration of an available domain name is not legal per se. You commit Yourself to have the necessary rights to register or use the domain name and request beforehand the necessary authorization or prior endorsement from relevant third parties.

You shall be asked to verify and validate the name chosen before its final registration. Once the registration is made, You will not be able to modify the name chosen as a domain name. If You make a spelling mistake in the name of the domain, You will be able to make a new registration of the domain name, and if You wish to, to ask for the early deletion of the domain name registered by mistake. Nonetheless, You shall not be entitled to claim any compensation or refund stemming from the early deletion.

Your request is automatically sent to the Registry concerned. Domain name registration is granted on a "**first-come, first-served**" basis except stated otherwise by the policies of Registry. Requests are processed in chronological order unless provided otherwise by Registry Policies (example: new gTLD's Landrush periods).

Once Your request has been processed by the Registry, We shall send You a confirmation e-mail (see the contractual process as detailed in Gandi's General Service Conditions).

We draw Your attention to the fact that the registration process within the naming system is very fast. Therefore, a domain name that

may be available at the beginning of Your request, might no longer be available when We receive Your payment or Your documentation/proofs of identity. In this case, or unless otherwise stated by ICANN or Registries and Registrar, We shall refund Your payment. You acknowledge that We are neither responsible nor liable for the unavailability of a domain name.

8.1.2. Transfer of Your Domain Name to Gandi ("Incoming Transfer")

The rules applicable to the transfer-in of a domain name are different for each domain name extension and are outlined in the special conditions for each extension.

Our service consists of assisting You in performing the necessary procedures. Transfers are not immediate, and require the participation of several actors, such as Registrars, and are not incumbent upon Us.

The transfer operation is subject to the different restrictions depending on the extensions, and notably:

- For certain extensions, Your current Registrar can refuse the transfer to Gandi in compliance with the [Registrar Transfer Dispute Resolution Policy](#) (for example if You have unpaid fees, if a dispute is underway, or other grounds);
- the transfer is not possible:
 - if a legal or extra legal process or alternative procedure is underway; or
 - for some extensions within the first sixty (60) days following a domain's registration.

We cannot be held responsible if the transfer fails for a reason that is beyond Our control (*for example, if one of the actors refuses or does not authorize the transfer, a status that technically prevents the transfer: expiration date elapsed domain locked against transfers, etc.*). Nonetheless, We can assist You in identifying the problem and try to help You resolve it.

When the transfer is successfully completed, the Domain Name is registered in Gandi's database.

The transfer to Gandi does not modify the DNS, unless You choose this option from Our transfer interface. In this case, the operations will not be simultaneous, but rather, successive: We will proceed with the DNS change once Your domain name has been transferred to Our service. In any case, during the transfer process, which could take several days between Your request and the actual transfer of the domain name, the DNS cannot be changed. We suggest that You contact Your DNS provider before the transfer in order to avoid any disruption of the services that are at that time available for Your domain name

We draw Your attention to the fact that the validity period (Expiration date or Creation date of the domain name may be modified during an incoming transfer. Please read carefully the special conditions of each extension regarding this subject.

The request for an incoming transfer to Gandi implies the acceptance of the current applicable Contracts.

8.1.3. Domain name Modification and Management

There are two ways of modifying Your domain name at Gandi: those that You and Your Legal Contacts can do autonomously and online via Your User Account, and those that require Our intervention. Each Legal Contact has specific rights that are attributed to them depending on the role that You have given to them. As a result a Legal Contact may not be able to perform an action if he is not empowered to do so in the light of his status

As owner of Your domain name (designated as such in the public Whois database), You may access, modify, update and/or correct directly and autonomously, all the data connected to Your domain name, without Gandi's assistance. The modifications are then automatically made in Our database, sent to the Registry and then made public in the Whois database, without any manual processing on Our part, and under Your full control and responsibility. Gandi and The Registrar are not responsible for any errors made by You

As highlighted on Our web site, some changes however require a specific intervention of Our services and/or the transmission of proof of ID, etc. You must then supply the necessary documents, in the manner described on Our web interface or requested by Our support agents.

Your demands will only be processed upon the reception of all the requested documents, and if necessary, the validation of the full required payment. You agree that We cannot be held accountable if the modification would then no longer be technically possible.

8.2. The End of the Registration of Your Domain Name at Gandi

8.2.1. Expiration Date of Your Domain Name

Note that Your domain is registered in the worldwide domain name database for the duration that You choose, during the domain's registration according to the rules in force for the extension.

Every domain name therefore has a given duration which is mentioned in Our Whois (<https://www.gandi.net/whois>) and in the globally-shared database.

If You do not renew Your domain name within the necessary deadlines and under the necessary conditions, You will lose all rights to the registration of this domain name upon the expiration of its duration (hereafter referred to as "Expiration").

This domain name, which consequently falls into public domain, may therefore be made available to others for registration on a "first-come, first-served" basis.

8.2.2. Early deletion of Your Domain Name

The procedure to follow in order to delete Your domain name before its Expiration date is described on Gandi's website.

This deletion is definitive, and will lead to the early termination of the Contract without any additional formality or penalty.

The early deletion of Your domain name does not grant You the right to any compensation or refund. It stems from the fact that Our primary service is of immediate effect, and We have provided the services in whole when You created or renewed or transferred Your domain, and We have entirely paid The Registrar and the Registry concerned, which will not refund The Registrar or Us for the corresponding amount(s). This condition is a result of the naming system, and applies to Us and to You and Registrar

8.2.3. Transfer-out (Transferring Your Domain Name to Another Registrar)

You can make a transfer-out by following the transfer procedure of the new Registrar that You have chosen, except in cases where the Policies of the Registry state otherwise or cases listed in the [Registrar Transfer Dispute Resolution Policy](#).

If applicable, remember to first unlock Your domain name on Your User Account. Keep assured that We will not charge You any fee for this procedure.

Neither We, nor Registrar, will refuse the transfer out of Your domain name(s) as long as You are up-to-date with all payments due for Your domain name except for specific rules applicable to the extension concerned that may hinder the transfer, in particular, in case of a dispute (domain name not locked, expired, or having outstanding payments) or a fraud in compliance with the TDRP.

8.3. Renewal and Restoration of Your Domain

Except if You have activated this specific option through Your secured Interface, the domain name registration's renewal is not automatic. It must be expressly requested thanks to the User Account before the domain name's Expiration date.

We commit Ourselves to notifying the owner and/or administrative Legal Contacts by e-mail at least thirty (30) calendar days before the Expiration date of Your domain name(s).

In the event where We have not yet received payment prior to its Expiration date the domain name will be deactivated or deleted at that time depending the rules of each Registry.

In accordance with ICANN rules, for domain names under an extension managed by ICANN, the Legal Contact listed as the owner contact will be notified at least one (1) month before Expiration date, one (1) week before Expiration date and one (1) day after Expiration date of the domain name by e-mail to the e-mail address of the owner Legal Contact registered in Our database.

However, if ICANN and or Registries allow it, and depending on the terms and conditions specific to each domain name extension (TLD):

- We precede a domain name's deletion by a 'Hold' period during which it is still possible to perform a late renewal of the domain name;
- if Your domain name has been deleted, it is possible for certain extensions to have an additional grace period (Add Grace Period- AGP) during which You can restore the domain name if You wish; and
- at the end of this period, the domain name will be made available for registration to the public on a "first-come first-served" basis unless special conditions or launch periods state otherwise on Registry Policies.

Given the above We suggest that You refer to the specific rules of the extension of Your domain name, as outlined in Our [special conditions](#) and/or in the conditions and limitations stated on Our website on the landing page of the extension.

8.4. Owner change

Unless stated otherwise in a rule set forth by ICANN or Registries, You can assign Your domain name to a third party, by following the

procedure outlined on Our web Interface and paying the appropriate amount. The ownership change may require Our manual process as indicated on Our website and the adducing of relevant documents.

An owner change does not necessarily include the renewal of the domain name, which must be expressly requested as a separate operation.

Within the framework of this procedure, the new owner of the domain name will confirm his agreement to substitute and to accept to be accountable and held liable, instead of You, to all of Our Contracts (i.e. the Contract, the special conditions applicable to the extension of Your domain name and Gandi's General Service Conditions) concerning or attached to Your domain name registration or use.

It will therefore be Your responsibility to cancel any service before changing the domain's owner either by deleting all Your content of Your optional accessory services by Yourself that You do not want to pass on to the new owner of the domain name, who will, as a result of the owner change, obtain all Your rights and obligations.

You are bound to the Contract as long as Your personal information are displayed in the Whois.

8.5 Email Change

Note that changing the email address associated to the contacts of a domain name must be carried out in accordance with the rules laid down by the registry in charge of the concerned extension or in accordance with the special conditions indicated on our website.

You expressly consent that Gandi acts on your behalf in the role of Designated Agent as described in the ICANN Regulation (<https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en/>).

A such Gandi:

- **Approve email change requests made on behalf of the Owner and/or the Administrative Contact via their respective Gandi accounts; and**
- **automatically opt out of the 60-day inter-registrar transfer lock on all domain names pertaining to the Generic first level (gTLD) category.**

Section 9. Your Cancellation Right

As mentioned above, You may choose to terminate the Contract earlier by changing the owner of Your domain name to a third party (Section 8.4), by making a transfer-out (Section 8.2.3) or by requesting its early deletion (Section 8.2.2).

Nonetheless, and in accordance with applicable domain name mandatory rules and unless otherwise stated by the special conditions applicable to each extension, You cannot proceed with an owner change, an outgoing transfer, or an early deletion of Your domain name in the following cases:

- for some extensions within the first sixty (60) days following a domain's registration;
- in the event of a pending dispute regarding the domain name or its use;
- in case of an outstanding payment; or
- if the domain name has come to an expiry

We draw Your attention to the fact that You must make sure that You properly save Your data prior termination. By express agreement, We cannot be held accountable for any direct or indirect consequences of the cancellation of the Contract.

Section 10- Special Rules Concerning Disputes

Special policies and rules have been set forth by ICANN and Registries as far as domain name dispute resolution is concerned. ICANN and Registries have appointed different providers that are empowered to address disputes that pertain to domain name(s). The rules of these alternative dispute resolution mechanisms as well as the providers appointed are displayed on the landing page of each extension on Our website as well as in Our contracts.

These policies and rules vary depending of the domain name extension. When registering a domain name, You acknowledge that You are aware of these rules and You accept to comply with them if a dispute occurs/ in the event of a dispute. In addition, You expressly agree to abide by any legal or alternative applicable procedure for dispute resolution that may be set forth regarding the use and registration of Your domain name.

These policies and rules do not affect the compliance to laws or regulations of applicable jurisdictions. These policies and rules have been implemented to allow the rapid and efficient resolution of disputes regarding domain names. They are deemed as an appropriate forum given the cross-border elements which pervade domain names disputes.

Consequently, You expressly accept that any dispute relative to the choice, ownership or use of the domain name shall be under the jurisdiction of an arbitration panel or an administrative commission accredited by ICANN or the Registry of Your domain's extension. You expressly agree that We, Registrar, and/or ICANN, and/or Registries shall act on Your domain name registration in accordance with the conditions specified in Section 13 and in accordance with the rules and policies specific to each domain name extension

Section 11- Suspension/Cancellation by Gandi

11.1 Suspension/Cancellation with Notice

In the event of any breach of Contract which has not been cured as requested within fifteen (15) calendar days despite Our notification, We shall be entitled to terminate the Contract, Your User Account (including Personal Organization and Legal Contacts) and Your domain name(s) without any legal formalities. You agree that You cannot claim any damages or refund following the termination of Our Contract, and without You being entitled to claim for any indemnity or refund, no matter how much time remains in Your Contract when this action occurs.

11.2. Suspension/cancellation without notice

11.2.1. In the event of a material breach of Contract

You acknowledge that, within the framework of Gandi's domain name services, the following elements shall be considered as a material breach of Your obligations:

- any material breach of Your obligations such as defined in Our Contracts, and notably in the choice and/or use of Your domain name, directly or indirectly, in violation of Your obligations in application of Gandi's General Service Conditions (Section 3)

In accordance with Our Contracts, We remind You that:

- any material breach of Your obligations is grounds for the suspension or deletion of Your domain name and/or Your User Account (including Your Personal Organization and Legal Contacts), without any formality or notice;
- Gandi cannot be held responsible for the consequences, direct or indirect, that result from the suspension or deletion of Your domain name and/or Your User Account, Personal Organization or Legal Contacts
- You cannot claim any indemnity or refund from Gandi for the foregoing.

11.2.2. If Gandi is Constrained by Law

You accept that, in accordance with applicable laws, the rules laid down by ICANN and Registries, and Our Contracts, that We and/or Registrar can proceed with the immediate suspension or deletion without notice of Your domain name and/or User Account, including Personal Organization and Legal Contacts, and, consequently of any service associated to Your domain name and/or User Account:

- to meet a legal or regulatory obligation or in application of the rules that govern the activity of Registrar as a Registrar; or
- in application of a ruling issued by a competent authority (and notably a ruling of a court or arbitration panel), applicable Laws concerning all or part of Your website or its contents within the framework of Our hosting services.

Section 12- Actions by Gandi, ICANN, and Registries

The Registrar, ICANN and/or Registries may have to intervene during the registration of Your domain name, on the databases that they respectively manage, according to the rules that they set forth, and that warrant the validity of Your domain name registration with the corresponding Registry of Your domain name.

These rules are specified in the special conditions of each TLD, and are also displayed on Our website on the landing page of each extension.

Gandi, whose task is to transfer Your requests to the above mentioned entities, shall not be able to process requests if Your domain name has been suspended, put on hold, or terminated by ICANN or Registry in charge of the TLD of Your domain name, or in application of a ruling of a competent authority.

You expressly accept that We can suspend, modify, delete or change the owner of the domain name in the following cases:

- in order to correct mistakes made by the Registry, by Us or any Registrar;
- if payment is refused, rejected or cancelled (for example, returned check or denied credit card). We shall then be entitled to either delete, or to put on hold the unpaid domain name until the settlement of the outstanding payment or until the domain name's Expiration;
- if We are made aware of a dispute related to the domain name itself or its use, We may block the domain name, until a binding ruling has been made;

- in application of a ruling made by a Court, an arbitration panel, or an administrative commission accredited by ICANN or a Registry, with regards to an alternative dispute resolution procedure pertaining to Your domain name, or any document agreed upon between the two parties and enforceable against Gandi concerning Your domain name, in accordance with the rules applicable to the extension in question and all current applicable laws and regulations; or
- (redite)

You expressly agree that neither We, the Registrar Gandi SAS, nor ICANN or Registries shall be liable to You for damages or otherwise under the above circumstances. Additionally, You shall, if necessary, be liable to pay compensation for damages assessed against You resulting from any infringement of the terms of Our Contracts, in addition to any penalty on damages assessed against You as a result of the infringement of current applicable laws and regulations, and hold Us, Registrar and ICANN harmless for any damages incurred.

Section 13- Exclusion and Limits of Gandi's Liability

Besides the exceptions and limitations of responsibilities described herein and in Gandi's General Service Conditions, You acknowledge and accept that neither Gandi, Registrar Gandi SAS, ICANN, or Registries can be held liable for the consequences of the cancellation, suspension, change of ownership or refusal to grant a domain name, resulting from the enforcement of rules set forth by ICANN and Registries, or for the execution of a legal ruling or an administrative commission's decision.

We are required to act on Your domain name in accordance with the rules set forth by ICANN and Registries, and You expressly accept this. Therefore You agree that We shall not be held liable in the following cases:

- inability or refusal by a Registry to grant the domain name You wished to register;
- failure to register or modify a domain name for reasons beyond Gandi's control and despite Our reasonable efforts;
- problems caused by a breach of Your contractual obligations, particularly in the event of an infringement of the technical specifications or limitations of Our services, of loss or communication of passwords, of providing inaccurate or outdated Personal Information, or if You have not provided the required documents in due time;
- illegal or prejudicial domain name registration or use, for which You shall be held fully liable;
- consequences of the enforcement of a ruling of a competent authority;
- unavailability of Our services caused by a failure of one or several technical parties involved (e.g. Internet, telecommunications companies, Registries) despite Our reasonable efforts;
- or more generally, for event caused by Force Majeure or for any event beyond Our control.

By express agreement between the parties, Gandi cannot be held liable for direct or indirect losses, of a commercial nature, or of operational losses, connected to the use or dysfunction of Our services.

In any event, You cannot claim any amount of indemnification greater than that which has been paid to Gandi in return for the service that is made unavailable for the duration of the aforementioned period of use or dysfunction of Our services.

Section 14- Contact Information – Whois Database

14.1 Information provided

During the creation or modification of Your domain name, You will be asked to provide contact, personal, and technical information concerning You and Your Legal Contacts. The full list of the information and whether or not it is mandatory in order to benefit from the service are described on the entry form that is available to You at any time on Our website.

You expressly consent to the automated processing of Your personal data in accordance with the purpose and manners detailed below.

You assert to have informed each of Your Legal Contacts that their Personal Information will be collected and published on the Whois database and will be subject to an automated processing as well as of the purpose of the automated processing of their personal data, the intended recipients of the data (including ICANN and Registries), the mandatory or optional data that must be provided and their access, rectify and opposition rights as detailed below. You affirm that You have received their express and prior consent for the processing of their data.

Gandi commits itself to take all reasonable precautions to preserve the security of Your Personal Information and protect them against loss, inappropriate use, and unauthorized access, disclosure, alteration, destruction, as required by applicable laws, but cannot be held liable for the use of such information by these parties.

14.2 Purpose of this Information

The information that We gather within the framework of Our services, such as those listed above and mentioned at the time of Your entering on Our website, allows and is necessary for the registration of Your domain name and is subject to an automated processing necessary to the proper functioning of the services that We provide You with. The data collected by Gandi are transferred to the

Registries and are also subject to an automated processing in Registries databases.

Moreover, this information is made public on the globally shared Whois database and may be consulted/queried by anyone via Our Whois available on Our website (<https://www.gandi.net/whois>), and on the websites of all other Registrars, Registries, and organization allowing public access to this tool throughout the entire world via the Internet, including in countries providing a lower level of protection for Personal Information.

This information shall be evidence of the proper execution of the Contract and shall be appropriately recorded in accordance with current applicable laws and regulations that bind Us to Registries and ICANN

Gandi and Registries shall be required to communicate such information, for instance, in order to comply with legal or regulatory obligations, or to abide by a request made by a judicial authority, ICANN or Registries.

14.3 Information Reliability, Access, Modification, and Updating

You commit Yourself to provide full, accurate, and reliable information, including in the event of a license.

In application of the rules of ICANN and Registries, failing to abide by this obligation shall constitute a material breach of the Contract and constitutes a basis for the early termination of the Contract and the suspension or deletion of Your domain name(s).

Additionally, this may make You liable for damages, as specified above.

You assume full responsibility with regards to the information provided, and You shall be able to modify them Yourself via Your Interface. You have a right to access, modify and/or object to Your personal information as filed. You can exercise Your rights at any time via Your Interface or by contacting Us at the address displayed on Gandi's website (<https://help.gandi.net/fr/contact>).

However, Your right of opposition can be only exercised by the deletion of Your domain name(s) associated to Your User Account and the early termination of the Contract, as the naming system requires the collection, processing and disclosure in the Whois databases of Your personal information and the one of Your Legal Contacts.

Section 15- Contract Modification and Prices

The Contract and prices are subject to modifications, notably in order to take into account any changes, whether they are regulatory or stem from case law, or technical changes, as well as rules that are made by Registrar, ICANN and Registries.

Notably, when We are required to pass on the obligations that are imposed by ICANN or Registries, Our Contract is subject to change to take into account these modifications which occurred independently of Our will, and apply to Us as well as You. These modifications will take effect in compliance with Gandi's General Service Conditions.

Section 16- Force Majeure

Unless stated otherwise in 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 17- General Provisions Waivers and Severability

Our failure to exercise any power, right, privilege or remedy under this Agreement, and no delay in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Gandi shall not be deemed to have waived any claim arising out of this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

The preamble, annexes, and [special conditions](#) of the TLD are an integral part of this Contract.

Section 18- Applicable law - Jurisdiction

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 the General Terms and Conditions of Domain Name Registration at Gandi --

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