

## GANDI'S GENERAL SERVICE CONDITIONS

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The present Gandi's General Service Conditions of Gandi US, Inc., a Delaware corporation located on 121 2nd St. Ste 500, San Francisco, CA 94105 (*hereinafter referred to as "Gandi" or "We", "Our" or "Us"*), constitute the contractual framework applicable to any person creating a User Account (*hereafter designated as "Customer", "You", or "Your" and "Gandi Handle" or "Gandi Account" or "User Account"*), and establish the general context of the use of Our services.

This is just one of a number of agreements that govern our relationship. This Agreement is a supplement to 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 Gandi User Account (collectively, the "Gandi Contracts").

This contractual framework has an annex concerning the contractual conditions pertaining to the "Gandi Prepaid Account" service (Annex 1).

By using our services, You agree at all times during Your use to abide by this Agreement and any additions or amendments. Please read this Agreement carefully.

This contractual framework is supplemented by the contractual conditions, Gandi's prices, and the respective technical conditions and limitations applicable to each of the services offered by Gandi on its website that You activate, subscribe to, or renew (*hereafter designated in the present Gandi's General Service Conditions as the "Contract" or "Our Contracts"*) via Your User Account.

The use of the website, the web Interface and any service of Gandi implies the unconditional acceptance of and continued adherence to Our Contracts, which may be viewed at any time on Our website at <https://beta.gandi.net/contracts> in an electronic format that allows them to be printed and/or downloaded, so that You can reproduce them or save them for personal reasons.

As 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.

### Definitions:

**Access Codes:** Access Codes are set up by You upon the creation of Your User Account. We strongly advise You to chose a strong password of eight characters long with symbols and numbers and upper-case letters that You will keep on a safe support to prevent identity theft.

**Content:** Designates in particular any data, information, image, video, file or form, sound, text, sign, signal, program, software, code or element of any kind, that is operated, broadcast, stored, transmitted, relayed, issued, collected, used, processed or made available directly or indirectly via any Gandi service that is subscribed to or connected to Your User Account.

**Domain Contacts:** These Contacts are those Gandi will transfer to the Registry. Therefore, they must be complete and You commit Yourself to provide accurate data when You create them. They correspond to the billing, technical, owner and administrative contacts of Your domain name(s).

**Personal Organization:** When You create a User Account, at the very same time a Personal Organization will be created which matches with the personal information provided during creation. This Personal Organization will allow You to have an overview of Your services and to manage them.

**Personal Information:** Means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

**Gandi Prepaid Account:** Gandi's solution to facilitate payment with Gandi in order to ease Your payment for every order made at Gandi (Annex 1).

**Registry:** An organization that manages the centralized database of domain names registered in a TLD zone. It is the authoritative source of information, which updates whois and root [nameservers](#) for the [TLD](#) with the content of its database.

**Trustee authority:** Entity that defines and regulates the conditions of assignment and use of domain names, applying to each particular TLD. The Trustee authority for generic TLDs is ICANN: a non-profit corporation that, for historical reasons, reports to the U.S. Department of Commerce.

**User Dashboard:** Once You will be connected to Your User Account You will land on Your Dashboard. The Dashboard gives You an oversight over the last alerts which relate to Your services (expiration notifications, ...) activity feed (logs of the last operations performed thanks to the User Account, operations in error,...) and news. You will also have the opportunity to come across information (tutorials) to carry out the action You need.

**User Account:** Once You will be connected to <https://beta.gandi.net> You will create a User Account. In order to do so You must provide an e-mail address, a username (which may be Your name or a nickname) and a password. At the very same time, You will accept Our General Service Conditions. An e-mail can be associated to one User Account only. The User Account is unique.

## **Article 1. Gandi's Commitments**

Gandi is a technical intermediary of the Internet that provides a wide range of services directly via its website.

Each of the services provided is accompanied by a special contract to that service, however, within the framework of all of its services, Gandi commits to:

- providing You via Gandi's website with all the information pertaining to the technical characteristics and limitations and the conditions of use of the services and options that are offered;
- providing You with an automated, reliable, and rapid procedure for the ordering process (which is described herein) and the use of Our services;
- processing Your requests as soon as Your payment has been received and validated, and no later than seven (7) working days thereafter, and allow You to follow their progress via Your User Account ;
- providing You with a secure administration and management web Interface for Your Gandi Account that will let You consult and manage all of the services or options associated to Your Gandi Account , their modification or renewal, Your invoices, Your orders and their processing, and update Your contact information associated to Your User Account (*hereafter Our "secure Interface" or "Your Gandi Account"*) in an autonomous manner;
- providing You with a prepaid account solution for Your User Account to facilitate payment of Gandi's ancillary services, within the conditions specified in Annex 1 "Gandi's Prepaid Account Contract";
- allow You to automate the renewal of Your services, in accordance with the Contracts applicable to each of the services concerned, provided that Your prepaid account has sufficient funds;
- allow You to cancel Our services, at any time during the course of the Contract, unless otherwise stated within the Contract of a particular service;
- providing You with online assistance through Our website and Our technical support available to You via the following page: <https://help.gandi.net/fr/contact>;
- Providing You with a bêta version of Our website and interface available at : « <https://beta.gandi.net> ». Given the fact it is a test version, Gandi commits itself to provide the best service and correct bugs that will be brought to its attention in a timely manner.

Gandi commits to provide the best possible beta version of its interface and website. Nonetheless, You acknowledge that Gandi is not the regulator of the Internet and as such cannot be held responsible of events out of its control.

The bounds of Our obligations and responsibilities, and the conditions under which Gandi may act on Your User Account, Personal Organization and Domain Contacts are linked to the characteristics inherent to the Internet itself, to Our role as a technical intermediary within that system, and to the obligations that We are subject to under current applicable laws, and the rules and contracts that We are abide by, are described in the present Contract, and which are always stated in each of Our Contracts and the Registrar Gandi SAS's contract.

## **Article 2. Contractual Context**

During the creation of Your User Account, You have accepted the present Gandi's General Service Conditions that determine the general context of any use of Our services ("General Service Conditions").

The contractual conditions applicable to Gandi's prepaid account solution "Gandi's Prepaid Account" in Annex 1 are an integral part of these General Service Conditions that You agree to when creating Your User Account

In addition, when You subscribe to a service with Gandi, this contractual framework is supplemented by:

- the special contractual conditions that are applicable to the service subscribed to; and
- Gandi's prices; and
- the special technical conditions and limitations that are applicable to the service.

These elements, which are presented to You when You create Your order so that You can accept them in order to benefit from Our services, together form the contractual framework that is applicable to all interactions with Gandi in a clear and conspicuous way (hereafter designated in the present Gandi's General Service Conditions as the "Contract" or "Gandi Contracts").

They may be consulted at any time on Our website at <https://beta.gandi.net/contracts> in an electronic format that allows them to be printed and/or downloaded, so that You can reproduce them or save them.

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

### **Article 3. Your Commitments**

You represent and warrant that any use of Gandi services associated to Your User Account, Your Personal Organization and/or Your Domain Contacts continuously complies with Gandi Contracts. Whatever the service subscribed to with Gandi, You represent and warrant throughout the Contracts that bind You to Gandi, that You will:

#### **3.1. Choose a Service that Meets Your Needs**

It is incumbent upon You to choose, among Gandi's services, the one that best corresponds to Your needs.

You acknowledge that, before making any subscription decision, You had access to the details of the technical characteristics of Gandi services, and to the information provided online on Gandi website, as well as in Gandi's Online Documentation (Wiki) and through Our customer care department (support).

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

Gandi may not be held responsible for the unsuitability of the service provided in view of the particular objectives You may have set or pursued in the use of the services of Gandi, or for Your needs, which are excluded from the contractual framework, unless You have a specific, express and prior agreement with Gandi.

#### **3.2. Comply with the Technical Specifications and Limits of Our Services**

You commit Yourself to assuring, under Your full and entire responsibility, that any use of Gandi services does not directly or indirectly interfere with Gandi services, resources, systems, or those of third parties.

You acknowledge and guarantee that the use of any service associated to Your User Account must respect these rules, as well as the technical and contractual specifications and limits applicable to Gandi services.

It is incumbent upon You to secure Your hardware and software in the context of Your use of the Internet and of Gandi services. You will be solely responsible for the consequences of any defective operation of the service, following any use that does not conform to the operating instructions, the limits, and/or the technical characteristics of Gandi service, or the breach of Gandi Contracts. Any violation of Your commitments as set forth above will be considered as a material breach as described and sanctioned in Article 12.2.

#### **3.3. Use Our services Lawfully**

In order to use any of Gandi services, You commit Yourself to use Gandi services in compliance with applicable laws, and in accordance with Gandi Contracts, specifically those of United States of America and the states and other jurisdictions thereof.

You commit Yourself to making sure that any third party to whom You would resell Gandi services, or grant any right of access or use to all or some of the services You have subscribed to with Gandi, for professional reasons or not, accepts and Gandi's Contracts. You guarantee this and acknowledge that You remain fully liable in case of any violation with regards to Gandi as well as third parties.

You acknowledge and accept that the use of any of Gandi services associated to Your User Account:

- it is expressly forbidden for use in any way that engages or participates in practices that are deviant, abusive, illegal, or prejudicial; and
- must be done so in a way that is strictly legal and that respects all applicable legal, regulatory and administrative provisions, in particular those of United States of America and the states and other jurisdictions thereof, and also, in the country in which You are located and perform Your activity, or the destination where You provide Your products and services; and
- must respect in particular the rights of third parties (notably intellectual property rights, personality rights, image, honor, and reputation rights, and the right of privacy and the secrecy of correspondence); and
- must be appropriate to the age and sensibility of each of the persons that any of the Content is destined for, directly or indirectly, published or made available to via the technical solutions used.

You represent and promise to constantly comply with these commitments, and will ensure the respect of these commitments by any party to whom You grant any rights whatsoever.

In particular, You represent and warrant that You hold, throughout the term of the Contract, all rights, authorizations, licenses, or any other element required for Your activities and the use made of Gandi services or of any Content, directly or indirectly. You agree to be able, at any time, to justify this, in case of a claim of a third party, or in case of dispute. Any violation of Your commitments as set forth above will be considered as a material breach as described and sanctioned in article 12.2.

### **3.4. Identify Yourself**

You must clearly identify Yourself to Gandi services in order to proceed with the creation of a User Account, which is required to subscribe to and use Our services (*see Article 4.1 hereafter*).

Your User Contact, identity, and all the contact information that You provided and are associated with it:

- are necessary for the validation and processing of any order service or option that You order at Gandi, as well as during the entire duration of Your Contract and for the use of Gandi services; and
- are declared, provided, and updated by You, on Your own initiative as upon request, and is under Your sole and entire responsibility throughout the duration of Gandi Contracts.

It is also Your responsibility to assure that You comply with the mandatory notices that pertain to any activity or use of Gandi services on the Internet, so that Gandi is never bothered by this. Within the extent of applicable laws, You must make sure that any third party can successfully contact You in order to inform You directly and easily of any complaint or content that is illicit or prejudicial that would be made available through the use of any of Gandi Services.

Notably, for example:

- You must assure that there are legal disclaimers on each of Your websites that You operate via any of the services provided by Gandi and associated to Your User Account, Your Personal Organization or Your Domain Contacts.

We recommend that You seek the advice of any professional of Your choice in order to be sure that You are in conformity with Your legal, regulatory, and/or professional obligations with regards to your use of Gandi services. Any violation of Your commitments as set forth above will be considered as a material breach as described and sanctioned in article 12.2.

### **3.5. Your Liabilities**

The choice and use of any service associated with Your User Account, Your Personal Organization or Your Domain Contacts is placed under Your full responsibility, whether or not the services are used directly by Yourself or by another member of Your staff, or by any other person to whom You may have resold Gandi services to, or granted a license to use, or granted any function or right to access, update, or use, whether professional or not.

You acknowledge and guarantee that You, and if the case may be, any person to whom You may have provided any rights whatsoever, whether professional or not, are fully liable for:

- any violation of Gandi Contracts for any service associated to Your User Account, Your Personal Organization or Domain Contacts;
- any consequence, problem, or dispute tied to the direct or indirect use of Gandi services that is not in compliance with Gandi Contracts including by any person to whom You granted any rights whatsoever, professionally or not; and
- any consequence, problem, or dispute pertaining to the choice or use (direct or indirect) of Gandi services that are in violation of a legal obligation with regards to a third party or to Gandi, and to any person to whom You granted any rights whatsoever, professionally or not.

You agree to promptly put an end to any illicit or prejudicial situation and to facilitate the rapid resolution of any problem or dispute that is connected to any service that is associated to Your Gandi Account.

You also commit to, if applicable, rapidly communicating the identity of anyone benefiting from a right of use of the services set up via Gandi's technical solutions, or any other person having contributed, or who contributes, in any way whatsoever, to their Content.

You specifically commit to take all necessary actions to assure that Gandi remains uninvolved in any litigation concerning the choice or utilization of Gandi services and/or any content whatsoever, in Gandi's quality of technical intermediary of the Internet, and is held harmless if it must be involved in Your place within the framework of any dispute pertaining to any Content or use of a service associated with Your User Account.

You specifically guarantee and hold harmless Gandi, so that Gandi is as a result of Your actions or inactions to any of Your customers or other third parties, to any Trustee, Authority or Registry or to any government or regulatory authority by Your activity, and from the choice or use of any of Gandi services, which is under Your full responsibility, including after the end of the Contract that is applicable to the service in question, in conformity with Gandi's Contracts.

## **Article 4. Your User Account**

Your User Account unique username that You set up on a free basis. A username is associated to an e-mail address only in such a way that You cannot create miscellaneous User Accounts with the very same e-mail address. A User Account is associated with a confidential password and are designated together in Our Contracts as Your "Access Codes" and allow You to identify Yourself with Gandi Services, on Gandi secure management and administration web interface and Your Services (designated in Gandi's Contracts as "Secure interface" or "Gandi account").

### **4.1. Creation of Your User Account**

Any individual or legal person, who would like to use Gandi services, must create a User Account On Gandi website upon the completion of an online form.

Gandi's website provides You with all needed information in order to create Your User Account.

Please note that the mandatory information requested are the following: a username (nickname, real name of the natural person or any combination You deem suitable), a valid email address that You read on a regular basis and a strong password.

During the creation of Your User Account, You must choose among the languages listed Your preferred language of communication

By creating this User Account, You specifically declare that You a have the legal capacity and necessary authorizations required for You to engage in the present Contract as well as each of the Contracts pertaining to each of the services subscribed to with Gandi.

You declare and guarantee that the personal information that You provide to Gandi is reliable, complete, and up to date.

We reserve the right of proceeding with verifications of Your contact information, and You commit to providing, at any time and within the deadlines provided, whether for completing an order and/or during the term of the Contract, any proof of ID and/or street address (driver's license, passport, certificate of incorporation, etc.) or of Your capacity to engage in, use, or pay for Gandi's services.

### **4.2. Your password**

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

Each password must offer a high level of security and must remain strictly confidential and personal. It is under Your full responsibility to maintain such security and confidentiality.

You must take all precautions necessary in order to preserve its confidentiality and integrity, and avoid its disclosure, loss, or theft.

You agree to notify Us by written as soon as the confidential password associated to Your User Account has been lost or disclosed to an unauthorized third party.

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

### **4.3. Your secure administration and management Interface**

Your management and administration Interface allows You, in all autonomy, and with Your Access Codes:

- to modify and update the contact information associated with Your User Account, Your Personal Organization and Your Domain Contacts, or if applicable, with a specific service;
- to subscribe, consult, modify, and/or cancel a service, ;
- to follow the status of Your orders in progress through Your User Dashboard;
- to access to recent notifications that Gandi has sent to You, and which are stored there in addition to the email that was sent to the address associated to Your User Account;
- to view and print recent invoices that correspond to the services that You have subscribed to , and that are associated to Your Personal Organization;
- to manage the Gandi Prepaid Account associated to Your Personal Organization, view its balance history, and credit it through the means made available and listed on Our website.

### **4.4 Your Personal Organization**

The Personal Organization is created at the very same time when You fulfill Our online form to set up Your User Account. That is the reason why, the Personal Organization might be a nickname or the name of a natural person.

## **4.5 Your Domain Contacts**

When You register a domain name with Gandi, You must assign to the domain name four different contacts owner, administrative, billing and technical contacts. These contacts are sent to the Registry that is the reason why contrary to the User Account and Personal Organization, they cannot be a nickname. They must be created with complete, accurate and up-to-date information in compliance with ICANN and Registries' policies.

## **4.6 Your User Dashboard**

The User Dashboard will give You a overview of the services You have subscribed. You will be able to see :

- news pertaining to Gandi's services (promotions, news regarding the domain name industry gTLD's launch, etc)
- alerts that relate to Your services (domain name notification of expiry)
- activity feed (logs of the latest activities performed on Your User Account)
- thanks to a link to our website <http://status.gandi.net/> the status of Our network

## **Article 5. Contractual process**

### **5.1. Detailed presentation of Our offers**

We supply all Our services directly from Gandi website which can be accessed at the following address: <https://beta.gandi.net/>.

Gandi's web site and Your User Account allows You to view the details of the technical, contractual, and price conditions applicable at the time of Your subscription, for each of the services We provide, and to accept them prior to subscribing to any of the services, in accordance with all applicable laws.

### **5.2. Subscription process**

It is through an automatic procedure that is simple and rapid, that You may proceed with all Your purchases or subscription to services or options at Gandi, and by logging into Your User Account.

You are guided in a step-by-step manner in Your purchase, and may get additional online help via Our Wiki Documentation.

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

### **5.3. Summary and validation of Your order**

Once Your order has been launched on Gandi web Interface , a summary of Your order(s) will be displayed You will be presented with a summary of Your order that allows You to check the accuracy of the data provided, and to update them if needed, before confirming Your choice, to validate Your order, and to proceed with the payment of Your order according to the payment means that are available for the service subscribed to.

You must verify all the contact information associated with Your User Account, to which the service intend to subscribe to or renew will be attached, and to correct it if necessary.

We recommend that You proceed with these verifications before You perform Your order, so as to not hinder its completion.

This is because Gandi may ask that You provide a proof of ID or registration, as well as a recent document that proves You are physically located at the stated address, or any other proof that corresponds to the information that You associated to User Account, Your Personal organization and Your Domain Contacts, before Your order can be completed. During the confirmation of Your order, You will also be asked to confirm Your acceptance of Our Contracts.

Gandi's Contracts are visible at any time on Gandi website in a clear and conspicuous way, and will be displayed during the subscription process for each service.

Once You have placed and confirmed Your order with Our services, You will receive a notice of Your order at the email address associated with Your User Account.

Additionally, You may follow the progress of Your order on Your User Dashboard in addition to being able to view notifications from Gandi on the same Interface.

## **6. Price – Means of payment – Billing**

For services that are not free of charge, You will pay for Your order at to their current price and via one of the payment means that is available at the time of Your order to the services chosen.

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

### **6.1. Price**

The prices of Our services are displayed at all times on Our website, both with and without value added tax, so that You can see these before paying for a subscription to any offer.

If You benefit from special rates, they will also be visible from Your Personal Organization.

Our prices do not take into account the costs connected to Your equipment and Your internet connection or electronic communications necessary for the usage of Our services, which remain under Your full and sole expense.

### **6.2. Means of payment**

The means of payment that are accepted at Gandi are displayed on Our website and during the order process. The means of payment are the following: Credit card, Paypal, Bitcoin and Prepaid Account.

Additionally, Gandi makes a prepaid solution available to You that is called the "Gandi Prepaid Account", which is aimed at facilitating payment of Your services at Gandi, and consequently, the processing of Your orders.

The activation, crediting, and use of this prepaid solution is done, as with all Gandi services, via Gandi secure web interface

The activation of this option implies the acceptance of the "Gandi Prepaid Account Contract", which is in Annex 1 of the present Contract, and which is accessible at any time on Gandi website, on Gandi [contracts page](#), which explains the conditions of use of this prepaid payment system at Gandi.

The utilization of this prepaid solution for the payment of services or options that You have subscribed to at Gandi requires that Your Gandi Prepaid Account, associated to the Personal Organization that is attached to the service in question, was credited beforehand by one of the payment means that are proposed on Our website, for an amount that is sufficient to pay for Your order or to cover the corresponding price of any option that You activate on Your Personal Organization, for all of the relevant services. For certain services, prepayment of the service via the Gandi Prepaid Account is imperative, as, for example, the activation of the automatic renewal option.

You must, in any event, take into account the procession times that are inherent to the payment means that You have chosen, or to sufficiently credit Your Gandi Prepaid Account, so that You will be able to make the payment in time, Your order only being completed after the confirmation of the payment in full.

If the payment is rejected or canceled (blocked credit card payment), and if You fail to reply to Our request for fixing the problem, then You may not claim any right to the service subscribed to, and if it is a renewal, We will no longer maintain the said service. You therefore risk a rupture in service in the event of non-payment within the required deadline.

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

### **6.3. Invoice**

The invoice corresponding to the services ordered will be issued in the name and the address indicated by the User Account paying for the service.

### **6.4. Handling and processing of Your Order**

We are only contractually bound to process Your order(s) upon receipt of their full payment within seven (7) business days following the receipt of the full payment. If We do not receive Your full payment, and if no payment is received within the necessary deadlines by any of the payment means that are accepted by Gandi for the service in question, We will cancel Your order.

## **Article 7. Service Activation – Cancellation Rights**

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

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

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

However, the execution of the service provided by Gandi only starts upon the validation of complete payment.

Unless stated otherwise in the contracts pertaining to each of Our services, the customer, qualified as a consumer in accordance with applicable law, explicitly acknowledges that the right of rescission does not apply and this, neither during the initial subscription or renewal, since the execution of the service provided by Gandi starts immediately, and before the time limits set by the applicable laws and commercial codes have expired for the right of rescission.

## **Article 8. Duration of the Contract**

Gandi's General Service Conditions take effect upon Your acceptance, during the subscription of any service thanks to Your User Account.

They will remain valid during the full duration of the service in question, unless You have accepted a newer and current version of Gandi's General Service Conditions via Gandi's Interface.

The term of the Contracts applicable to each of the services begins upon their acceptance, and is valid for the duration You have chosen for the service in question, with the exception of the acceptance of a new version of the applicable Contract(s) that is current at the time of the renewal of the service.

You acknowledge and accept that Gandi systems are deemed authoritative and can provide proof of it.

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

## **Article 9. Service Duration**

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

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

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

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

## **Article 10. Explicit Service Renewal**

### **10.1. Explicit Renewal by Default**

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

Consequently, except as provided in Article 10.2, the service terminates at the end of the duration chosen during its subscription or previous renewal, without any other formality, if You do not proceed with a renewal. We will send You several notifications in order to remind You of the expiration of Your service, at the email address that was provided for the User Account to which the service in question is associated.

The renewal must be explicitly requested by You via Our web interface in conformity with the contractual process described below.

Our contracts specify the delays and conditions under which You may renew the service, and consequently, proceed with the full payment beforehand.

In any event, in order to take into account the renewal, You must first have proceeded with the full payment within the necessary deadlines.



Additionally, if You do not meet the required deadlines, the renewal without interruption of service cannot be guaranteed and We cannot be held responsible due to this fact.

We strongly recommend that You proceed with the renewal of the service far enough in advance, in taking into account the delays inherent to the chosen payment means, in order to avoid any rupture of the service.

In case of failure to do so, We cannot guarantee the renewal of the service without an interruption in service. Gandi cannot be held responsible, and the service will terminate, as will the Contract, at the end of the duration initially chosen during its subscription or the previous renewal of the service, without any other formality.

## **10.2. Automatic Renewal (optional)**

Some services allow You to make use of an optional automatic renewal option.

We recommend that You activate this automatic renewal option sufficiently in advance and to be sure to proceed with the payment of the service's renewal sufficiently in advance, in taking into account the delays inherent in the payment means chosen, in order to avoid any interruption in service.

It stems from the above that the automatic renewal will be taken into account provided the complete payment has been made beforehand. In case of failure to do so, We cannot guarantee the renewal of the service without an interruption in service.

Gandi cannot be held accountable for this fact, and the service will terminate, as will the Contract, at the end of the duration initially chosen during its subscription or the previous renewal of the service, without any other formality.

## **10.3. Contractual Renewal Process**

Any renewal of a service, whether manually or automatically, according to the conditions and means that could be taken into are applicable to each of Our services, implies, in all cases:

- the acceptance of Contracts that are currently in effect during the renewal of the service in question, the Contracts applicable to the service in question terminate upon the expiration of the period initially subscribed to; and
- for the paid services, the receipt and validation of full payment beforehand.

In any case, even if You chose the automatic renewal option, You must regularly verify the validity of Your Personal Information and services associated to Your Gandi Account and if applicable the balance of Your Gandi Prepaid Account, so that You can be sure that it is sufficient for covering the automatic renewal of all the services for which the option has been activated.

## **Article 11. Your Right to Early Termination**

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

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

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

You must also assure, if applicable, that You take all useful measures with regards to all the beneficiaries of Your services.

## **Article 12. Suspension/Termination by Gandi**

Any failure to abide by Your contractual obligations, for whatever service, which has not been corrected within fifteen (15) calendar days of receiving Gandi's notification to do so, may be grounds for the suspension or early termination of the Contract and the associated services, and/or the suspension of Your User Account, Your Personal organization and/or Your Domain Contacts without other legal formality and without You being entitled to any refund or compensation.

If You have granted rights to any users, You shall take full responsibility for this breach of Your contractual obligations, in such a way that Gandi is never bothered in any way.

You guarantee to indemnify and hold harmless Gandi and any affiliated entities from any cost, damage, liability, in the event of a complaint from a user or any other third party that may take action directly against You.

## **12.2. Suspension/Termination without Notice**

### **12.2.1. In case of a Material Breach of Contract**

No matter what service You have subscribed to, You acknowledge that the following behaviors are considered as constituting material breaches of Your contractual obligations:

- if You deliberately provide fictitious, incomplete, inaccurate, or outdated contact information, or if You do not update Your Domain Contacts on Your own, or upon request, or not providing Us with the requested proofs of ID corresponding to Your declared identity, within 15 calendar days of Our notification of this;
- if We are made aware of, or discover that You provide, or are engaged in, in any way, directly or indirectly, through Our services:
  - any provocation or encouragement to commit crimes or offenses, and particularly crimes against humanity or encouragement of racial hatred;
  - activity or Content of racist, xenophobic, or revisionist statements;
  - activity or Content of pedophile character, or that is liable to constitute or be associated with, either directly or indirectly to it;
  - child pornography, or the trivialization of such acts or encouragement of violence, suicide, or the use, production, or distribution of illegal substances, or acts of terrorism;

If We are informed of, or discover that You participate, directly or indirectly, in any way whatsoever or permit, or do not have reasonable safeguards to prevent, via Our services:

- any attack or hacking of a third party's computer system;
- the illegal collection, processing, or transmission of data,
- any computer attack or nuisance, of any kind whatsoever, whether or not this nuisance concerns Our services, or Our IT system, or any other service connected to the Internet;
- to any spamming activity listed in the "SPAMHAUS" registry (Spamhaus Register of Known Spam Operations – ROKSO, freely available for viewing at <http://www.spamhaus.org>). You shall not resell some or all of Our services to any person that is listed in this registry, in any way; or
- any violation of applicable law, whatever the technology or mode of operation used (for example, the usage of an automated script);
- if You interfere with Gandi's services or attack Gandi IT systems, notably if the use of Gandi services interrupts the overall good functioning of Gandi system and/or is contrary to the technical limits and conditions that are specific to each service (for example if You engage in the mass sending of unsolicited emails via Gandi email forwarding service or GandiMail);
- not paying the amounts owed within the mandatory deadlines and despite Gandi's request to do so (notably if Your payment has bounced or was canceled in particular if Your credit card payment was canceled).
- any infringement, directly or indirectly, of intellectual property rights relative to the content of Our web site (in particular its trademarks, , graphic charter, etc.);

**You acknowledge that any material breach of Your contractual obligations with regards to Gandi is grounds for the suspension or early termination of the Contract, and therefore the suspension or the cancellation of all the services, and/or the suspension, deactivation, or even deletion of Your User Account, Personal Organization and Domain Contacts, without notice.**

It stems from the above that You will not be entitled to claim any compensation or refund from Gandi deriving from this cancellation

On the other hand, You specifically agree, in the event of a material breach of Your obligations, the fees connected to the administrative processing of Your case may be billed to You in addition to the application of a penalty fee linked to a possible reinstatement of the service if it is required. By express agreement between the parties, these fees may be directly debited from Your Gandi Prepaid Account if it has sufficient credit. Additionally, You risk being ordered by a court or other competent authority to pay penalty to third parties to whom Your responsibility is directly and fully demonstrated due to prejudices caused by any breach of current law , in addition to the penalties mentioned under all applicable laws, and Your responsibility with regards to Gandi.

### **12.2.2. If Gandi is under Legal Obligation**

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 store 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. Nonetheless, it stems from the legal framework which applied to us that We must 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, arbitration body, administrative commission or government administrative agency, We may, without notice or Your consent, provide the information requested to that agency, including Your Content. Upon lawful request or order from a

court or law enforcement agency, arbitration body, administrative commission or government administrative agency, We may, without notice to You or Your consent, suspend, deactivate, delete or terminate Your User Account, Your Personal Organization and any other associated services.

We may also be required to suspend, deactivate, delete or terminate Your User Account, Your Personal Organization and Your Domain Contacts and any other associated services, without notice 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.

You acknowledge to be informed of and to accept that in the case and means described in the present article, Gandi would have grounds to suspend or terminate the Contract and the associated services early, and/or to suspend Your User Account, Your Personal Organization and Your Domain Contacts, and consequently, any service or option associated with Your User Account

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

In any case, You cannot claim any compensation or refund, and You expose Yourself to being required to pay damages in the event of prejudice, in addition to the application of penalty measures set forth by applicable laws and fees.

At the end of the Contract, whether it be by the expiration of the duration chosen during the subscription or renewal of the service, by the non-payment of the renewal within the required deadlines, or in the event of an early termination for whatever reason, You cannot claim any right to any of the services involved by the Contract in question.

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

In any event, Gandi cannot be held responsible for the consequences, notably technical, that result from the suspension or the termination of the Contract. It is Your obligation to proceed with the backing up of all data and any other diligent measure on a regular basis before the end of the Contract.

### **Article 13. Technical Interventions by Gandi**

Gandi will intervene, in its role as a technical services provider, for the purpose of ensuring the proper operation of its services, to assure the safety and stability of the system. In that respect, Gandi may technically limit or suspend services in the following circumstances:

- to stop a malfunction inherent to Gandi's system, or correct an error;
- to carry out a maintenance operation on its software or hardware;
- in case of trouble affecting the safety and/or the stability of the system; and
- as part of Our customer service, with Your consent, and if Gandi's intervention turns out to be necessary.

We shall do everything commercially reasonable to limit the time of the said limitation or suspension and, if possible, We shall give You reasonable prior notice, indicating the date, the type, and the duration of the limitation or suspension, so that You can make all the necessary arrangements prior to the limitation or suspension of service.

You acknowledge that We will not be able to give You prior notice in the case where the service limitation or suspension is due to an external reason (in particular, one that would be inherent to Internet itself), the stability or security of Gandi's Systems, or if it is explicitly requested by a competent authority or in compliance with applicable laws.

In any case, You acknowledge and accept that Gandi cannot be held liable for any technical interventions that needed to be performed, since they are necessary for the good functioning and quality of its services.

### **Article 14. Force Majeure**

Notwithstanding any other provision of this Contract, 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.

## **Article 15. Exclusions and Limits of Gandi's Liability**

No matter what service or option You may have subscribed to, in addition to the exclusions and limits of liability that are specific to each of Gandi's services that You will find in each of the corresponding Contracts, We decline any and all responsibility:

- of problems due to the inadequacy of Your equipment and Your Internet connection (expressly excluded from the contractual framework) to the usage of Gandi services, their defective or poor utilization, due to the fact that the unavailability of Gandi services would be caused by a problem with one of the technical actors of the internet (for example, telecommunications companies, registries), since Gandi does not control the Internet network;
- for difficulties in accessing Your websites, servers, Instances, Content, or services hosted, due to saturation of the networks at certain periods, and/or due to the technical characteristics and limits of the Internet and access to the Internet, which You declare You are well aware of, and therefore;
- due to damage that Your equipment may have encountered while connected to Our infrastructure by the Internet, they being totally under the responsibility of their user(s), Gandi does not have any control over this hardware or software. It is Your responsibility to take all necessary measures to assure the protection of all equipment connected to the Internet;
- the misappropriation, the total or partial destruction of the information transmitted or stored, from the moment that said information circulated via the Internet, and even less so when said destruction is due to the fault, imprudence and/or negligence that is attributable directly or indirectly to You;
- any contamination by virus or other computer contaminant, regardless of the technology used, of Your websites, blogs, Contents and/or software, whose protection is under Your responsibility;
- due to problems caused by any deterioration due to Your fault and/or Your failure to respect the conditions and technical limits applicable to Gandi services (that may be viewed on Gandi's website at all times);
- in the event of a suspension or interruption of service in application of technical imperatives, of a necessary maintenance operation, or of a force majeure, an event outside Gandi reach or an unforeseeable circumstance, or of a legal or regulatory obligation, or of a decision of a judicial authority or an organization that is accredited by a Trustee Authority within the framework of the alternative dispute procedure, or any other competent authority;
- negligence, theft, or communication of Your Access Codes to a third party, since it is Your responsibility to keep them secret, and since any use of Your Access Codes and/or Your User Account shall be considered as being made by You or with Your agreement, until You inform Gandi otherwise;
- from consequences caused by problems in the providing of service to You or the disruption of service following a breach of Your contractual obligations, notably, but not limited to, in the event that You have violated the technical specifications or limitations of Gandi services and/or the providing of false or outdated contact information or not updating it, and/or not providing the requested documents and proof of ID and/or not paying or not solving within the necessary deadlines;
- of consequences connected to the use of Gandi services (directly or indirectly by Yourself or any third party to whom You may have provided such rights of access or utilization) for illicit or prejudicial purposes, or in violation of applicable laws and/or Gandi's Contracts that are applicable to each of the services subscribed to;
- of any consequence tied to the application by Gandi of a decision of a judicial authority, an organization accredited by a Trustee Authority or a Registry in the framework of an alternative dispute procedure, or any other competent authority, or of any agreement legally binding between the parties, more specifically in compliance with the specific rules applicable to the Registrar;
- of any intervention of Gandi, of any kind on Your User Account including Your Personal organization and Domain Contacts and/or on the service(s) subscribed to in application of a legal or regulatory obligation, of the rules under which Gandi must operate as a technical provider, notably as a provider of domain name registration, of decision of a judicial authority, an organization accredited by a Trustee Authority or a Registry in the framework of an alternative dispute procedure, or any other competent authority, or due to a breach of Your contractual obligations;
- of any consequences due to any spamming activity that may be registered in the "SPAMHAUS" registry (Spamhaus Register of Known Spam Operations – ROKSO, freely available at <http://www.spamhaus.org>) that You may be engaged in directly or indirectly or relating to;
- due to the presence in a blacklist of the IP address(es) associated with Your domain name, website, blog, or server, or Instance, or any other service attached to Your Gandi Account.

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

Additionally, You acknowledge that Gandi is not subject to any general obligation to monitor the Content or applications transmitted or stored through its systems, within the framework of services that Gandi provides. Although Gandi reserves the right to proceed with verifications, within current applicable legal and regulatory conditions, Gandi has no obligation to perform any active search for incidents or circumstances involving illegal or prejudicial activities. Gandi is also not responsible for performing such verification on any Content that would be made available or transmitted within the framework of the utilization of all the services associated with Your User Account (including Your Personal Organization and Your Domain Contacts).

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

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

#### **Article 16. Intellectual property rights**

All of the data contained on Gandi's website and notably including but not limited to the distinctive signs and images, texts, and logos are protected by intellectual property.

Any reproduction, or usage, even partial, of any of the content of Gandi website is strictly forbidden. Specifically the name, the trademarks "Gandi", "gandi.net", and "no bullshit", and all domain names "gandi" in all extensions and variations corresponding to Gandi's various services, constitute protected trade and brand marks that You cannot in any case make use of without Gandi's explicit previous agreement. It is specified that the subscription or renewal of one of Gandi offers cannot be interpreted in any way as an authorization from Gandi, which can only take the form of an explicit prior written agreement, in compliance with applicable laws.

You are not entitled to claim the benefit of any transfer of a right on the copyrights, trademarks, other distinctive signs and intellectual property rights, in particular those displayed on Gandi's website, or made available to You within the framework of Our services.

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

Software, applications, utilities, interfaces, and other tools provided by Gandi or used for the needs of its services, and the tools provided, are intellectual works that are protected by intellectual property rights.

No reproduction, translation, transcription, addition, or modification of Gandi's software, applications, utilities, interfaces, and tools or the associated documentation is authorized, and any use other than what is expressly provided by the Contract or the special technical conditions (*meaning any use other than the one necessary to the use of Gandi's services for the duration of the Contract*), is prohibited and shall lead to civil and penal sanctions, with the possibility of Your liability being invoked in regard to Gandi or any holder or beneficiary.

More generally, You agree not to claim any ownership of the machines, media, infrastructures, software, or other such items made available by Gandi in the context of its services or via Our website.

#### **Article 17. Personal information**

In the framework of the provision of its services, Gandi needs to gather and register information about You which constitute personal data, in addition to the data that is collected during the viewing of Our website, as indicated in Our website Terms of Use.

Personal information that You provide during the subscription and/or use of Our services, as indicated on Our website at the time of their collection, is collected and processed by Gandi in an honest and legal way, in compliance with applicable law, and in conformity with the present Gandi General Service Conditions and Gandi's Privacy Policy, and if applicable, the special contractual conditions that are applicable to each of the various services in which it is collected and processed. All the data sent to Gandi and collected by Our system are stored and processed in a way that is necessary to the providing of, and the good operation of, Our services, in accordance with applicable law.

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

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

You acknowledge and accept that, since the use of Our services is done remotely via Gandi's secure Interface, both in Our relations, and in the event of a dispute concerning the conclusion or the execution of the Contract and the use of Our services and Your User Account, that the connection logs established by Our systems is considered as authentic and notably the Access Codes associated with each User Account and IP address, in the conditions set forth by applicable laws. This data is stored in an internal database.

Consequently, they are proof of:

- any subscription, cancellation, or renewal of any service;
- any use of Your Access Codes and Your User Account
- any intervention on Your User Account and on any or all of the associated services
- the good execution of Our Contracts.

You agree that in the event of a dispute concerning Our services Our records shall control.

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

We draw Your attention to the fact that We do not process data that pertains to payments made by credit card, which is done directly on the secure websites of Our banking partners.

We commit:

- to only store the data containing personal information of Our customers for the time needed for the commercial relation and the providing of Our services with the exception of those that are necessary to the establishment of a right or a contract that may be stored for up to ten years, in accordance with applicable law;
- to only gather and process information that is necessary to the good functioning of Our services and to respect Our legal obligation, notably concerning the communication of data that can allow for the competent authorities to identify You;
- to take all reasonable steps to protect Your personal data against loss, inappropriate use, and unauthorized access, alteration, or unauthorized destruction, and to enable You to exercise Your right of access, rectification, and opposition;
- not to resell Your personal data unless with Your agreement. In order to protect Your rights, during the provision of Your personal data, We check by default Your opposition against any reselling of Your data.

You have a right of access, rectification, and opposition relative to Your personal information, as the owner of a User Account, and this, for all services that You have subscribed to with Gandi. Note that Your right to opposition will translate into a termination of the Contract and Service, since Your identification to Our services is necessary for us to be able to provide You with the service. You can exercise Your rights at any time by contacting Us at the address indicated on Gandi's website, on the disclaimer page, or via Gandi's Interface at: <https://help.gandi.net/fr/contact>.

In addition to the present Gandi's General Service Conditions, the contractual conditions that are applicable to each of the services provided by Gandi may specify the data that must be collected for each of the services respectively, how they are processed and stored, as well as, if applicable, the ways in which You can exercise Your right to access, rectify, and oppose the personal data that concerns You and the consequences of the exercise of Your opposition right if they are different than those described in the present Gandi's General Service Conditions.

#### **Article 18. Reselling Gandi's services**

When You are authorized to resell Gandi's services by the contractual conditions that are applicable to each of Gandi services, You must always respect all of Our Contracts as well as applicable law, in particular those of the State of California, and to be sure that Your own customers also respect applicable laws.

By reselling Gandi's services, You commit to:

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

In the event of a cessation of Your activity, You will find a new provider to take over the management of the services associated with Your Gandi Account, and to inform Your customers of this.

#### **Article 19. Insurance**

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

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

#### **Article 20. Communication and notification**

Given the nature of Gandi's Services which are only provided electronically, every communication or notification will be sent to You by default by email at the email address associated with Your User Account. It is therefore Your responsibility to update and consult the email address associated with Your User Account on a regular basis. You will alone be responsible for the consequences that might arise from the violation of Your obligations with regards to this, notably if, due to the email address provided being fictitious, erroneous, or obsolete, You do not receive a communication or notification. You acknowledge that Gandi cannot be held liable for Your inability to provide a valid e-mail address. It is explicitly agreed that any communication or notification sent to the aforementioned email address by Gandi's services shall be deemed to have been received no later than the next calendar day following its sending.

You agree and accept that Our system logs can be held as proof with regards to this.

For Your communications and notifications sent to Gandi, other than the contact information indicated on Gandi's website, You may use the support contact forms dedicated to this at <https://help.gandi.net/fr/contact>.

#### **Article 21. Assistance – Online Documentation (Wiki)**

Gandi provides You with a customer support service that is accessible notably via Our website and by email (contact form). We commit ourselves to doing everything possible to reply to You as soon as possible. You may send Us Your request by email to Our customer support service, or by any other means, by specifying Your identity, User Account, or Your Personal Organization and Domain Contacts if needed, and the nature of Your question and service concerned.

Online documentation is also available to You on Gandi's website at the address: <https://wiki.gandi.net/en>.

#### **Article 22. Modification of the Contract and Prices**

Our Contracts, including the prices of Our services, are subject to modification, in order to take into account any legal or technical change or caselaw.

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

New versions of Our Contracts will be submitted to You for accepting through Your User Account during the renewal of the service, or during the subscription to a service. The newly accepted Contracts will take full effect.

You may also be notified of new versions of Our Contracts by email, including during the duration of the Contract, before they take effect, except in the case of an emergency that risks jeopardizing the stability and/or security of the platform and/or Our services, which would not allow Us to follow this time frame. In this case, the customer, defined as a "consumer" according to the Uniform Commercial Code, may, if it refuses the changes made to the Contracts, terminate them within four months after the changes take effect under the conditions set forth in section 11 above, without penalty or indemnification. Past this deadline, if the consumer has not accepted the changes to the Contracts, the new contractual conditions will be put into force without any further notification.

#### **Article 23. Transferability of the Contract**

You acknowledge and accept that Gandi reserves the right to transfer the rights and obligations of this Contract to any other party. In this case, You will be asked for Your agreement via Your User Account. However, You may not transfer a service to a third party, unless for legal reasons (merger and acquisitions, joint ventures,...) or unless this is exceptionally and explicitly agreed by Gandi and the beneficiary, and validated on a case-by-case basis and, if applicable, according to the special conditions that are applicable to a given service.

#### **Article 24. Miscellaneous Provisions**

No waiver of any provision in this Contract 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 Contract on its own behalf and on behalf of each of its worldwide affiliates. Accordingly, Gandi holds the benefit of and may enforce this Contract on behalf of those affiliates.

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

#### **Article 25. Applicable law – Jurisdiction**

All issues and questions concerning the construction, validity, interpretation and enforceability of this Contract, 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.**



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

The present Contract is an annex to Gandi's General Service Conditions which are an integral part of Our Contracts which You agree to abide by, without condition or reserve upon creating Your User Account.

**Article 1. Why a Gandi Prepaid account?**

Gandi offers and provides all of its services directly via Gandi's website, which is accessible at <https://www.beta.gandi.net>.

Your Prepaid Account:

- allow You to pay for all sums due to Gandi (payment for services, fees, etc.) with the funds that You have credited on Your Prepaid Account beforehand (Article 3),
- allow Us to perform refund(s) on Your Prepaid Account, as the case may be, for example for any amount remaining within in the context of an offer without obligation, and/or to perform any refund(s) in application of Our Contracts (Article 6).

**Article 2. Activating a Gandi Prepaid Account**

Any Gandi Prepaid Account is necessarily associated with a Personal Organization. You may activate Your Gandi Prepaid Account from Your secure Interface using Your personal Access Codes.

Please note that Your Prepaid Account will be activated automatically during Your first purchase. If You are willing to create Your Prepaid Account before Your first purchase, You will be able to set Your currency and create a billing address.

A Gandi Prepaid Account can only be associated to one Personal Organization, and may only be used to proceed with the payment of services provided by Gandi via its website.

The Personal Information and address You have ascribed to Your Personal Organization are required to activate and use Your Prepaid Account.

The information You supplement to create Your billing address must be accurate as it will be the one which will be listed as the biller on Our invoices. Therefore, it is of the utmost importance to choose the billing address with scrutiny.

**Article 3. Crediting Your Gandi Prepaid Account**

**3.1. Means of Crediting**

Crediting Your Gandi Prepaid Account with sufficient funds is a prerequisite to placing an order and paying for it using Your Gandi Prepaid Account.

In order to credit Your Gandi Prepaid Account, You will need to be logged into Your User Account on Gandi's Website. You may use the payment mean of Your choice among those available on Our website to credit Your Gandi Prepaid Account.

The crediting of Your Prepaid Account is made via Gandi's website, after You have identified Yourself according to the means specified on Gandi's website.

You may also choose the automatic crediting of Your Gandi Prepaid Account by credit card by setting a threshold and deciding of an amount to be credited when Your Gandi Prepaid Account reaches this threshold.

The activation of this option requires the registration of Your credit card information through Your administration Interface.

The automatic provisioning will be made by automatic debits of this registered credit card. The credit and banking information You submit is neither collected nor stored by Us as these operations are solely carried out by Our bank. Upon the expiry of Your credit card, the information You commit Yourself to update the registered credit card. / Upon subscribing to Our automatic crediting option, You acknowledge it is Your responsibility to update Your credit card information at all appropriate times so Your Gandi Prepaid Account remains funded. Failing to do so could lead to payment refusal by Our bank and to the non-renewal and/or loss of Your services for which Gandi may not be held liable.

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

### **3.2. In the Event of a Problem with Your Payment**

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

- either Your Prepaid Account has enough credit for the regularization of this payment and We will directly debit the amount corresponding to the rejected or canceled payment from Your Prepaid account, and We will notify You of this,
- or this regularization is not possible because You do not have enough credit in Your prepaid account:

You will need to regularize this by another means (in conformity with a means of payment accepted by Gandi and explained on Our website), within the deadlines that We notify You of,

In case any of Your payments is canceled, refused or otherwise rejected for any reason:

- You accept and give Your consent for Gandi to debit the amount of Your canceled or rejected payment from Your Gandi Prepaid Account and to notify You afterward;
- You undertake to proceed with the outstanding payment using any other means of payment within appropriate deadlines if Your Gandi Prepaid Account does not have sufficient funds to cover the transaction costs.

Failing to proceed to payment in full, whether using Your Gandi Prepaid Account or any other payment mean, shall be grounds for Gandi to consider You renounced to Your order.

In case of failure to regularize within the specified deadline, We will act upon Your renunciation of Your order.

, It stems from the above that We will have grounds to deactivate these services, or even Your User Account and/or deactivate any or part of the services associated to Your User Account in addition to legal action being taken against You for non-payment.

### **Article 4. Functioning of Your Gandi Prepaid Account**

Your Gandi Prepaid Account is reserved for transactions between You and Gandi, and only allows to pay for services offered by Gandi on its website.

You specifically agree that payments made to credit Your Prepaid Account will not result in any interest earned to Your profit, and that Gandi will not be paid as compensation for the service thus made available to You.

After activating and funding Your Gandi Prepaid Account, You will be able to select it among available means of payment for each of Your orders.

You undertake to confirm Your Gandi Prepaid Account has sufficient funds to cover the entire amount of each order You are willing to pay for, including options, taxes and all incurred fees, before choosing to pay using Your Gandi Prepaid Account.

By choosing this mean of payment during the checkout of Your order, You authorize us, at each transaction, to debit Your Gandi Prepaid Account for the amount corresponding to Your orders.

You therefore agree that no partial debit can be made: Your Gandi Prepaid Account is only debited once its credit covers the full amount of the order You are willing to pay.

In case Your Gandi Prepaid Account is not sufficiently credited to cover the exact total of Your order, You will need to credit Your Prepaid Account with enough funds so as to be able to pay for Your order in full.

In case Your Gandi Prepaid Account lacks funds, You will receive an email informing You about this situation to allow You to either credit Your Gandi Prepaid Account and proceed with the payment of Your suspended order, or to cancel Your order. Suspended orders shall be paid within two (2) months after being placed.

You acknowledge and accept unpaid and suspended orders older than two (2) months will be automatically canceled and You will be considered as having abandoned said orders.

Our automatic renewal options also rely on the Gandi Prepaid Account service.

You accept that any refunds that may occur from Gandi, during the course of Your Contract, may be made directly to Your Gandi Prepaid Account.

Debits made on Your Gandi Prepaid Account will follow the chronological order of Your orders, whether these payments are scheduled in advance (automatic renewal) or are one-time events.

## **Article 5. Management of Your Gandhi Prepaid Account**

You can manage Your Gandhi Prepaid Account autonomously from Your secure web-based management Interface.

Your Gandhi Prepaid Account Interface allows You to:

- view, in real time, the balance of Your Gandhi Prepaid Account, as well as debits (and corresponding invoices) and credits (and corresponding receipts) to or from Your Prepaid Account;
- Manage the options of Your Gandhi Prepaid Account.

You may, for example:

- place automatic orders, particularly by setting up/activating the automatic renewal option on some of Our services,
- opt for monthly invoicing for all Your orders (for services where this billing frequency is possible),
- set a balance threshold to receive a message whenever Your Gandhi Prepaid Account reaches this amount to ensure You are constantly aware of Your Gandhi Prepaid Account balance and, if applicable, to allow You to credit Your Gandhi Prepaid Account for all automatic renewal options to work properly.

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

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

## **Article 6. Term - Closure - Refunding**

Your Gandhi Prepaid Account is open for a duration of two (2) months, renewable by tacit renewal for an identical period, under the condition that its associated User Account and Personal Organization exist, are not suspended or deactivated, and that You are still the title holder, and unless one of the parties terminates the Gandhi Prepaid Account by email or by any other written means, no later than seven (7) calendar days before the expiration of the period underway.

Following the end of the two (2)-month period, and under these conditions, You may decide if You wish to keep Your Prepaid Account active or not.

In order to streamline the regular use of Your Gandhi Prepaid Account to pay for Your orders, Gandhi undertakes to save Your remaining credit at the end of each two (2) months period and to allow You to use it during the new two months term provided that You do not request the termination of Your Gandhi Prepaid Account on its expiration date.

Nonetheless, You will keep Your right to request the termination and refunding of any credit remaining on Your Prepaid account, at any time from Gandhi's customer care service (support), including during this period. The remaining balance of Your Prepaid Account will then be refunded to the bank account used to credit the said funds only.

You acknowledge and agree to have accepted that any refund made by Gandhi may not exceed the amount of the remaining balance on Your Prepaid Account.

As the closure of an Account generates management fees for Us, You may only ask for the termination of Your Gandhi Prepaid Account and for a full refund of remaining funds once a month.

Consequently, You agree that all other terminations and refund requests made within the same month shall be charged ten (10) USD fee to cover processing costs and bank expenses.. This fee is to be withdrawn from Your Gandhi Prepaid Account balance before refund if sufficiently funded or must be paid for by another means.

Please note that there is no need to close Your prepaid account following the completion of each of the services ordered, if You intend to purchase other Gandhi services later.

Finally, Gandhi may close Your Prepaid Account immediately upon receiving notice that Your Account has been credited fraudulently, or upon the request of a competent authority, without any refund, damage nor indemnity from this action, and without prejudice of any applicable sanctions.

## **Article 7. Personal Information**

Personal information provided during the creation and use of Your Gandhi Prepaid Account, corresponds to that of Your Personal Organization that was requested during the purchase.

## **Article 8. Exclusion and Limits of Gandi's Liability**

You acknowledge and accept that Gandi cannot be held responsible:

- if You cannot benefit from the desired services because You did not sufficiently credit Your Gandi Prepaid Account beforehand, and far enough in advance, with enough funds to cover the amount of Your entire order, or for the renewal or the services for which You activated the automatic renewal option,
- if, due to delays caused by banks while processing or validating Your payment (to credit Your Prepaid Account), You are unable to proceed with the payment of an order or renewal of a service and/or if, due to this, You cannot benefit from the desired services,
- if, due to the suspension or interruption of the Gandi Prepaid Account due to a technical necessity, an outside force, a legal or regulatory reason, or in application of a ruling of the courts or any other competent authority.

*-- end of Gandi's General Service Conditions --*

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