

**GENERAL TERMS AND CONDITIONS OF DOMAIN NAME REGISTRATION AT GANDI ANNEX 2:
"PRIVATE DOMAIN REGISTRATION" CONTRACT**

LAST UPDATE SEPTEMBER 1, 2016 - VERSION 2.0

These Terms ("Private Domain Registration Contract" or "Annex 2") are an annex to the Domain Name Contract, which is therefore an integral part of Our Contracts, which You also accept to fully and unconditionally abide by. You are also presented with it when creating a Legal Contact or when You activate the Private Domain Registration service for Your Legal Contact(s).

This Contract, as with all Our Contracts may be reviewed at any time at <https://beta.gandi.net/contracts> in an electronic format allowing them to be saved or printed for Your records.

Capitalized words used in this Private Domain Registration Contract have the meaning given to them in Gandi's General Terms and Conditions of Domain Name Registration that are applicable unless defined otherwise in this Agreement.

We reserve Our right to amend or supplement this annex at any time, at Our discretion. Upon doing so, Gandi will do its best effort to provide You with a notice and a redline version highlighting changes between the version in force and the previous version. If at any time You do not agree with 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 website"), the use of Our Private Domain Registration service and any affiliated Gandi's services that redirect or link to this Annex I constitutes Your agreement to be bound by the terms of this Agreement and any other applicable Gandi Contract.

The Private Domain Registration service is provided by the French Registrar Gandi SAS. With regard to the present service, any designation of Gandi as a Registrar herein designates the Registrar Gandi SAS, incorporated under the laws of France.

Section 1. Description of the Private Domain Registration Service

As protecting the privacy of Your Personal Information is of the utmost importance, Gandi offers the Private Domain Registration option. This free service allows You to replace some of Your Personal Information from public Whois databases and outputs to the extent detailed hereunder in the present special conditions, which You agree to have read and accepted unconditionally and without any restriction.

The Private Domain Registration Service has for rationale the protection of Our customers against privacy breach which may be detrimental and can occur whenever Personal Information is displayed on public databases and collected for unlawful practices (impersonation, spamming and the like).

It is also underpinned by Gandi's wish to balance both its customers' personal data privacy and the compliance with the rules set forth by Registries governing the overall technical operation of domains in the domain name system,

This option allows You to partially replace, in Your role as a Legal Contact (owner, administrative, technical and/or billing) of a domain name registered with Gandi, Your contact information on the Internet with Gandi's for the following fields:

- Your postal address (street, city, ZIP code, State/Province and country),
- Your telephone number,
- Your fax number,
- Your email address.

You acknowledge and accept that this optional service:

- does not exempt You from any of Your legal or contractual obligations as to Whois and contact data submission, especially regarding the accuracy, trustworthiness and update of such information for which You remain responsible for;
- must not be used to facilitate or participate in unlawful activities and to circumvent applicable laws and regulations or abscond legal consequences You may face for the choice, the registration and/or the use of Your domain name;
- only aims to replace some information associated with Legal Contacts (*owner, administrative, technical and/or billing*) of domain names registered with Gandi to prevent the collection of their Personal Information on the Internet during a research in the public Whois database;
- consequently, its purpose is to fight against unlawful practices and to protect Your contact information from being used for spamming, impersonation and the like;
- Shall not be viewed as a guarantee of any kind against any personal information publication or communication, nor an irreversible replacement of Your contact information with Ours.

Your use of this optional service is subject to the strict compliance with Our Contracts and the conditions and restrictions hereunder.

Section 2. Conditions and Limitations of the Private Domain Registration Service

2.1. Activation of the Service

You may activate this free option as soon as You have created a Legal Contact from Your User Account. Nonetheless, Your Legal Contact information will only be replaced in Whois outputs when the said Legal Contact for which You enabled this option is set as the holder, administrative, technical or billing contact of a domain name registered with Gandi.

You can, at any time, activate or deactivate the option via Your account management form available via Your Personal Organization. There is a checkbox that allows You to confirm the activation or deactivation of the Private Domain Registration option similar to Gandi's anti-spam protection option.

In some cases, You will have to contact Our customer service department at support-en@support.gandi.net after the activation via Your Interface, a manual action from Our side can be required.

Additionally, the effective activation of the Private Domain Registration option requires that You lock each and every the domain names associated to Your Legal Contact against transfer (if this feature is available for the extension). The lock against transfer is an option available free of charge to streamline the management of transfer restrictions. **You acknowledge and accept unconditionally that the Private Domain Registration option must be deactivated in order to perform a transfer successfully since the activation of this option is incompatible with the inter-Registrar transfer process.**

The activation or deactivation of the option for Your Legal Contact will spread down to the Whois information for all domain names associated to this Legal Contact (*with the exception of extensions that are incompatible with the service or domains not locked against transfer*).

In order to activate or deactivate the service for some domain names only or certain Contacts, You will have to create separate Gandi Legal Contact(s) for them.

2.2. Incompatible Extensions

Note that some extensions are incompatible with this service, given their technical functioning and/or rules set forth by Registries. Please note that We highlight extensions that are compatible with this service at the following address: <http://wiki.gandi.net/fr/domains/private-registration/gandi-provided>. Additionally, the activation of the Private Domain Registration service is not possible for TLDs that already run their own private registration service at the Registry level (for example, any .FR or .EU domains with an individual owner). In this case, Your Personal Information is processed directly by the Registry.

Section 3. Consequences of the Activation of the Option

3.1. Limited Publication of Your contact Information

The Personal Information associated with the Legal Contact for which You have activated the Private Domain Registration service will be replaced and substituted with the information of the Registrar in the public Whois database. Nonetheless, You acknowledge that Gandi cannot control the propagation delay of the information in the Whois database.

Once the service has been enabled, only the following information will be displayed on the Whois (*and only for the Legal Contact which has activated this ancillary service*):

- Your **first and last name, and the legal name for legal persons** (*they will always appear, even though the rest of Your contact information is replaced by the Registrar's*),
- **contact information of the Registrar** that is specifically designed for this service, which will be a substitute for Your own (*street address, telephone number, and fax number if applicable*),
- **an email address in a specific "anti-spam" format**, which nonetheless allows third parties to reach out to You. Emails will be forwarded automatically to Your declared email address (*this Gandi anti-spam option may be activated or deactivated independently of the Private Domain Registration service from Your Personal Organization*).

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

3.2. Activation by Default of Gandi's Anti-Spam Option

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

The email address associated with Your Legal Contact is then replaced in the public Whois database by the so-called "anti-spam" address which takes the form of "xxxxxxxx@contact.gandi.net". **This address is functional and automatically forwards messages to the address You indicated for the Legal Contact.**

You can nevertheless deactivate or activate this anti-spam option independently from the Private Domain Registration option, via Your Interface. You accept and acknowledge to have been informed that upon the deactivation of anti-spam option, the email address You have provided will be displayed on public Whois databases, even if the Private Domain Registration option is activated on Your Legal Contact.

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

Section 4. Maintaining all Your Identification Obligations

The activation of the Private Domain Registration option does not constitute a waiver nor allow You to circumvent the obligation to provide, either for Yourself, or for Your Legal Contacts if applicable, complete, accurate and reliable data (*first and last name, organization name for legal persons, complete postal address, current valid email address, valid telephone number, and, if applicable, fax and cell phone number*), and to keep them constantly updated, in accordance with Our Contracts.

Additionally, You acknowledge to have been informed of and to have accepted that the activation of the Private Domain Registration on Your Legal Contacts does not release You from Your obligation to identify Yourself on websites and/or blogs that You edit, host and/or publish online (*disclaimer, legal notice, etc.*)

As a reminder, the violation of Your legal and contractual identification obligations constitutes a material breach of Our Contracts, and shall be grounds for the suspension, or early termination of the Contract, leading to the immediate deactivation, without notice, of the option on the User Account concerned and for the suspension or deletion of Your User Account and/or all the services associated (Personal Organization and Legal Contact).

Section 5. Communication of Complete Contact Information

You acknowledge and accept that **We and/or the Registrar will disclose the complete contact information** which was declared for each Legal Contact using this option associated with a domain name, unless there is a special condition which stems from the gTLD or ccTLD:

- to any third party who asks for it: third parties must be able to contact You and/or to send You complaints, whether to allow You to, if applicable, contest the charges Yourself or to correct Your situation so that You are in compliance with Your contractual and legal obligations;
- in response to a lawful request by public authorities, including to meet national security or law enforcement requirements.
- in the event of a dispute over a domain name for which the Legal Contact is declared as the Contact (*legal procedure or alternative dispute resolution procedure*); and
- in the event of a notification legally grounded from any third party, which includes also Your Services You registered, manage, store, edit, publish, transmit, and/or run, under Your sole responsibility, via Our services, whether directly or indirectly.

Section 6. Deactivation of the Private Domain Registration Service

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

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

In addition, You can disable the Private Domain Registration option at any time by deactivating it from Your management Interface.

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

Section 7. Gandi's Private Domain Registration Service is not a Proxy

You acknowledge and accept that:

- this service is not intended for domiciliary or anonymity purposes or for forwarding correspondences (*except for the forwarding of emails via the special anti-spam option*),
- Gandi has no obligation to forward postal mail, messages, or any other document that is addressed to You at the default address

- which substitutes Your own in the Whois, and declines any and all responsibility with regards to this; and
- You are the sole responsible for the consequences of the activation of this service, in particular if a third party is unable to contact You.

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

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

Section 8. Exclusion and limitation of Gandi's responsibility

Gandi and the Registrar Gandi SAS cannot guarantee the activation of the Private Domain Registration and/or anti-spam option will block all spam, gathering of Your personal information, and/or other unwanted commercial solicitation,

Therefore, You recognize that Gandi and the Registrar cannot be held responsible if You are, despite Our reasonable efforts, victim of spam, or of any other unlawful practice.

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

You explicitly agree to guarantee and hold harmless Gandi and the Registrar Gandi SAS from any claims, damages, or indemnification of any kind arising out of the substitution of Your contact information with Our own. In addition, You accept that the disclosure of Your Personal Information which could stem from this contract cannot entail neither Our liability nor the Registrar's liability.

Likewise, You acknowledge that Gandi and the Registrar Gandi SAS cannot be held liable in the event of the suspension or interruption of the Private Domain Registration and/or anti-spam service for technical reasons, events beyond Our control, a legal or procedural obligation, the application of a decision of a court order, or of a provider appointed by the ICANN or a Registry within the framework of an alternative dispute procedure or any other competent authority.

ADDITIONALLY, BY EXPLICIT AGREEMENT BETWEEN THE PARTIES, GANDI AND THE REGISTRAR GANDI SAS CANNOT BE HELD LIABLE FOR ANY INDIRECT PREJUDICE CAUSED BY YOUR USE OF THIS PRIVATE DOMAIN REGISTRATION AND/OR ANTI-SPAM SERVICE, IN CONFORMITY WITH OUR CONTRACTS.

-- end of the Private Domain Registration Contract - "Annex 2" --

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