

GANDI'S GENERAL TERMS AND CONDITIONS OF SERVICE

Version 2020.1

The present General Terms And Conditions of Service are concluded between Gandi US, Inc., a Delaware corporation located on C/O Industrious, 345 California suite 700, San Francisco CA 94104 (hereinafter referred to as "Gandi" or "We", "Our" or "Us"), and any legal entity or individual creating a User Account, acting on its own name or duly empowered to act in the name and on behalf of an Organization as hereinafter defined (hereafter referred to as "Customer", "You", or "Your").

Definitions:

Credentials: means the Username and the related confidential password. Credentials allow You to identify yourself and log into Your User Account.

Content: means any data, information, image, video, file, 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 Service.

Organization: means a unit associated with the User Account representing a company, an association, a public body or the User itself (Personal Organization), with a set of additional identification and billing information, which can buy and manage Services.

Services: means the services offered by Gandi available on its Website that You can subscribe to via Your User Account.

User: means You or any third party that You authorize to use and manage an Organization.

User Account: means the interface you access through your Credentials allowing you to have an overview of the Services that you have subscribed (news, notifications, etc.) and to subscribe to other Services.

Website: means the website <https://gandi.net/>

Article 1. Contractual documents

The present version of the Terms and Conditions of Service replace in its entirety the prior versions.

Upon the creation of Your User Account, You have accepted the Terms of Use of Our Website.

When You subscribe to a Service, You agree with the following contractual documents (together referred to as "Our Contracts"):

- the General Terms and Conditions of Service and the terms applicable to the Gandi Prepaid Payment Solution "Gandi Prepaid Account" in Schedule 1 hereof ;
- the specific legal and technical terms and conditions applicable to the subscribed Service (the "Service Agreement");
- the rates applicable to each Service subscribed, according to the price list available on Our Website;
- the online documentation detailing the conditions and technical limitations indicated on the applicable Service Agreement and accessible at the following link: <https://docs.gandi.net/en/>.

Our Contracts are part of the order process and are presented to You for acceptance upon any subscription to one or more of Our Services, allowing You to read and accept them before the validation of Your order. Our Contracts are available at all times on Our Website in electronic formats allowing their printing and/or downloading and storage, so that You can proceed with their reproduction or backup for personal use.

Service Agreements are subject to the provisions of the General Terms and Conditions of Service.

In the event of any contradiction between the General Terms and Conditions of Service and the Services Agreements, You hereby agree that the said Services Agreements shall prevail.

Article 2. Gandi's Commitments

Gandi is a neutral technical intermediary of the Internet that provides a wide range of Services.

Gandi is committed to using all its experience and know-how to bring You satisfaction in the use of Its Services. In particular, Gandi undertakes to:

- provide You, in particular via Gandi's Website, with relevant information pertaining to the technical characteristics and limitations, and the conditions of use of Our Services;
- process Your requests as soon as Your full payment has been received and validated, and no later than seven (7) working days thereafter, and allow You to follow their progress;
- provide You with a prepaid account solution linked to Your Organization to facilitate the payment of Your subscription to any Services as specified in Annex 1 "Gandi's Prepaid Account Contract";
- allow You to automate the renewal of Your Services under conditions set forth in applicable Service Agreement;
- implement all means to provide You with online assistance through Our Website and Our technical support which may be contacted here: <https://help.gandi.net/en/contact/>.

Article 3. Your Commitments

Regardless of the Service subscribed with Gandi, You represent and warrant to continually comply with the following commitments, and You guarantee that any person to whom You have granted any right whatsoever will respect these commitments.

3.1. Choose a Service that meets Your needs

You acknowledge having verified the adequacy of a Service with Your needs before subscribing to it.

You acknowledge that, before any decision to subscribe, You had access to (i) the detailed technical characteristics of Our Services available on Gandi's Website, (ii) Gandi's online documentation <https://docs.gandi.net/en/> and (iii) all necessary technical information and advice from Our customer care department (support).

The choice and use of any Service associated with Your User Account is under Your sole and full responsibility, whether Our Services are used by You, a member of Your staff, or any other person to whom You resell Our Services or grant a license of use, or entrust any function or any right of access, intervention or use, whether in a professional capacity or not.

3.2. Comply with Technical Specifications and Limits of Our Services

You undertake to use Our Services in a reasonable manner so as to not abusively overload or disrupt Our resources or systems.

You acknowledge and guarantee that the use of any Service associated to Your User Account shall be made in compliance with the technical and contractual specifications and limits applicable to Gandi Services.

It is Your responsibility to secure both Your hardware and software when using Our Services.

3.3. Lawful use of Our Services

You acknowledge and agree that the use of any of Our Services associated to Your User Account:

- is expressly excluded from engaging or participating in any way, whether directly or indirectly, in any abusive, illegal or damaging practice for anyone;
- shall pursue strictly legal purposes and comply with all legal, regulatory and administrative provisions applicable in the United State of America and in the country in which You are located, operate or to which You deliver Your products or provide Your services; and
- shall respect the rights of third parties (among which, *inter alia*, are intellectual property rights, personality rights and the secrecy of correspondence);
- must be appropriate to the age and sensibility of each of the persons to which the Content is destined, directly or indirectly published or made available to.

You guarantee that any person to whom You have granted any right will respect these commitments.

You undertake to set any control measure of the Contents published or transmitted while using the Services associated with Your User account, which Gandi reserves the right to control.

In particular, You represent and warrant that You hold and will retain, throughout the whole term of the General Terms and Conditions of Service, all rights, authorizations, licenses, or any other element required for Your activities and the use made of Gandi Services. You acknowledge and agree to provide relevant supporting documents, at any time and on first request.

You agree to intervene to promptly terminate any unlawful or prejudicial situation and to facilitate the prompt resolution of any problem or dispute related to any Service associated with Your User Account or Your Organizations.

3.4. Identify Yourself

You agree to provide reliable and complete identification elements when creating Your User Account or Organization, required for the subscription and use of Our Services (see *Article 5.1 hereafter*).

Your User Account and all related information are declared, provided, and updated by You, whether on Your own initiative or on request, under Your sole and full responsibility throughout the whole duration of the Service Agreements.

You expressly declare that you have legal capacity capacity, rights and powers required to enter into these General Terms and Conditions of Service and any Services Agreements applicable to the Services subscribed from Your User Account.

You agree to obtain any authorization and delegation of power necessary for You to enter into, manage, renew and, as the case may be, terminate any Service Agreement in the name and on behalf of the Organizations for which You are acting. You undertake to provide any relevant supporting document at first request.

We reserve the right to carry out spontaneous or third party audits regarding the information that You have declared in Your User Account. You agree to provide, at any time and within the time limits set for this purpose, any proof of identity and declared information (identity document, incorporation certificate, power of attorney, authorization, proof of address of less than three months, etc) or any proof of Your ability or quality to contract, use or pay Our Services.

You agree, when applicable, to promptly communicate the identity of any person having any right to access or use Our Services or any person who has contributed or in any way contributes to the creation, publication, editing and / or deletion of Content.

3.5 Using the Application Programming Interface (API)

You have the possibility to use the API provided by GANDI, by activating an API key via your User Account. Using the API allows You to subscribe and use Services.

You undertake to read the special conditions applicable to the concerned Services, available at all times on Our Website, prior to any order of Service via API.

By way of derogation from article 1§3, any order or usage of Service via the API presumes Your acceptance without reserve of the applicable Service Agreements.

3.6. Failure to perform your obligations

Gandi reserves the right to suspend your services, without paying any damages in case of breach of Your contractual obligations, especially in the following instances:

- if you disturb Gandi's services or damage its infrastructure or resources, especially if your use of the Services disturbs their general functioning and/or is contrary to their technical conditions and limitations specific to each service.
- if you are in failure to pay in due time and despite Gandi's request for regularization

It is specifically stated here that notwithstanding the termination of the concerned Service Agreement, aforementioned cases may also result in the suspension of this agreement and/or of Your Services, in compliance with article 12.1 and 12.2 hereof.

Any violation of Your commitments detailed in this article 3 constitutes a serious breach of the General Terms and Conditions of Service as defined and sanctioned in article 12.1.

Article 4. Your User Account

4.1. Creation of a User Account

The creation of a User Account is a prerequisite for the use of Our Services. The data needed for the creation of Your User Account are detailed during their collection. You are free to choose a Username, from 3 to 24 characters, as long as it is not already taken, and uses only letters, numbers and the character "-" (low line). You can choose any Username provided it does not infringe the rights of third parties.

Your User Account will be associated with the email address You provide during the process of creating Your Account. An email address may only be associated with one User Account. You agree to regularly check the email address associated with Your User Account.

4.2. Your password

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

Your password must offer a high level of security and shall remain strictly confidential and personal. It is Your responsibility to protect Your password's security and confidentiality.

You agree to notify Us in writing via the contact details on Our Website or via Our online contact form (<https://help.gandi.net/en/contact>) of any password loss, theft or disclosure to any third party.

Otherwise, and until the receipt of such notification to Gandi, any connection and any operation made using your Credentials shall be deemed to have been made under Your responsibility and with Your consent.

4.3. Your Organizations

When creating Your User Account, a Personal Organization will be automatically created and will have the same name as Your User Account.

You may create Organizations to which the Services You subscribe in their name and on their behalf shall be associated with.

Any Organization is responsible for the subscription, management and use of the Services related to it.

Within Your Organizations, You can grant rights to other Users through the management of "teams". These Users may act in the name and on behalf of the Organization according to the rights granted on the team to which they belong.

You remain responsible towards Gandi for any action taken on the Organizations by the Users to whom You grant rights.

Article 5. Price - Payment methods - Billing

For charged Services, You commit to pay Your order according to the rates and terms applicable to the selected Services at the time of Your Order. Your payment is irrevocable except otherwise provided by law or in Our Contracts.

5.1. Service prices

Our Services' prices are published at all times on Our Website, both with and without value added tax, for You to have all relevant information before subscribing to a charged Service.

Payment of Services is to be made in compliance with applicable means and prices with regards to chosen services when placing an order, for the chosen duration.

If a special price schedule applies to Your orders, these special prices may be viewed from the beneficiary Organization.

5.2. Payment methods

Means of payment accepted by Gandi are detailed on Our Website and reminded when You proceed to the order payment.

Some Services may require the use of a specific mean of payment which shall be mentioned during the order process according to the specific terms applicable to the Service.

In addition, Gandi provide a pre-payment solution, associated with Your User Account, called "Gandi Prepaid Account", facilitating the payment of the Services and the processing of Your orders. The activation, crediting and use of this pre-payment solution is done from your User Account and implies Your prior acceptance of the "Gandi Prepaid Account Contract", set out in Schedule 1.

Some Services or options require the pre-payment via this Gandi Prepaid Account, such as the activation of the automatic renewal of a Service.

Gandi reserves the right at any time to modify and / or limit the means of payment available.

During the ordering process, in accordance with article 3.4 hereof, Gandi may ask You to provide supporting documents, in particular in order to limit fraud. It is specified that any payment transaction carried out online by credit card is made directly on secure websites of Our partners, without any intervention by Gandi.

5.3. Order summary and validation

An order summary allows You to check the order's content and total amount before confirming Your choices, validating Your order, and proceeding to the payment according to the payment terms proposed for the subscribed Service.

We recommend You to perform these checks beforehand so as not to delay the validation of Your order.

Once Your order has been placed, You will receive an acknowledgment of receipt at the email address associated with Your User Account.

5.4. Respect of the deadlines related to the method of payment

In any case, You must take into account the processing time frame inherent to the method of payment chosen in order to make Your payment on time.

Your order will be processed once the payment is confirmed. Should the payment be rejected or otherwise canceled (blocked credit card), and should You fail to answer Our requests to pay for outstanding invoices, You will not be entitled to any right on the subscribed Service. In case such payment issues are recurring, Gandi reserves the right to cancel and/or terminate said Service.

In case You would pay by wire transfer, You agree to follow the process indicated when confirming Your payment, and in particular to note the references required when placing Your order. These references are intended to allow Us to allocate this payment to the order placed from Your User Account. Otherwise, We will not be able to process Your order.

In the event of non-payment, the regularization must be made by any other means of payment accepted by Gandi for the Service concerned for an amount equal to the initial amount of the transaction plus any unpaid fees that may have been charged to Us by the banking institutions.

In any case, You will not be entitled to claim the refund of any costs You may have incurred due to a payment that could not be validated within the required time, including bank charges for a transfer.

5.5. Invoice

The invoice issued once You ordered Services will be edited in the name and at the address of the Organization selected to order and pay the said Service.

5.6. Order handling and processing

Gandi shall be contractually bound to process Your order only from the reception date of the full payment and at the latest within seven (7) business days following the full payment of the related Service.

If We do not receive Your payment in full and, unless You pay outstanding fees within defined deadlines using any mean of payment accepted by Gandi for the given Service, Your order is deemed to be waived and will be canceled. The related Service shall not be activated and You will not be entitled to any right on said Service.

Article 6. Service Activation - Right of withdrawal

The Service is deemed to be activated when the Service is actually made available in Your User Account. You shall be notified of the Service activation by email to the declared address associated with the User Account by which the Service has been subscribed.

Unless otherwise provided in the contracts specific to each of Our Services, the Customer qualified as a consumer within the meaning of the applicable law expressly accepts that the right of withdrawal shall not apply, neither at the time of the first subscription to a Gandi service, nor at the time of any subsequent order or renewal, as soon as the performance of the service provided by Gandi begins immediately, and in any event before the expiry of the period provided for the exercise of the right of withdrawal.

Article 7. Duration of the General Terms and Conditions of Service

The General Terms and Conditions of Service are effective from Your acceptance, upon the creation date of Your User Account. They shall remain into force as long as Your User Account remains active, except where You would have accepted a new version of the General Terms and Conditions of Service.

You acknowledge and agree Our systems and records of Your acceptance of each version of Our Contracts shall constitute proof in case of a dispute.

Article 8. Service Duration

The Service Agreements enter into force respectively upon their acceptance when activating the Service concerned, for the duration You have chosen and paid for the Service, unless you accept a new version of the Services Agreement when renewing the Service concerned.

Upon activation of the Service, You may use the subscribed or renewed Service for the duration You have chosen, unless early termination in accordance with the terms and conditions agreed in Articles 10 and 11 herein supplemented, as the case may be, by the provisions of the relevant Service Agreement.

Article 9. Services Renewal

9.1. Gandi's Services renewal is by default neither automatic nor tacit.

The renewal must be expressly requested by You via Your User Account in accordance with the renewal terms and conditions set forth in the Service Agreement. Some Services allow You to enable an optional automatic renewal.

9.2. Consequence of non-renewal

In the absence of renewal and full payment of the Service within the stipulated time, the Service and the applicable Service Agreement will terminate on the expiry date initially agreed during the subscription or the previous renewal. In this case, the Service renewal without interruption, even temporary, cannot be guaranteed and Gandi cannot be held liable for any damage, loss, directly or indirectly related to this interruption of Service.

Article 10. Your Right to termination

When a Service is eligible to termination, You may terminate said service at any time. The terms and conditions of such early termination, and their terms and conditions of reimbursement, if any, shall be detailed in the relevant Service Agreements.

You shall take all necessary measures to ensure the backup of Your Contents or settings on a support outside Gandi, or to ensure their transfer to a third-party provider. You shall also make sure You took all appropriate measures with regard to third parties benefiting of the Services You terminate.

Article 11 Gandi's right to end a Service

Gandi reserves the right to withdraw or cease providing a Service at any time for any reason whatsoever. Gandi makes every effort to ensure that its Services are offered as long as possible. However, a Service may no longer be offered for sale or abandoned. In that case, the proper functioning of the Service is no longer guaranteed by Gandi, in any way, from the Service withdrawal date.

In the event a Service is withdrawn from the sale, We shall make Our best effort to notify You six (6) months before the withdrawal date according to the modalities described in the article 21 hereof. It is Your responsibility to take the necessary measures to replace the Service by another, or to no longer use the Service before the withdrawal date. In either case, Gandi shall either (i) offer a comparable service that You can use until the term of the subscribed Service, (ii) offer a prorated credit, or (iii) refund You on a *pro rata* basis, the option being determined at Gandi's sole and absolute discretion.

Gandi will not be liable to You or any third party for the modification, suspension or discontinuance of the Services.

Article 12. Termination of the General Terms and Conditions of Service

12.1. Termination in case of contractual breach

Regardless of the Service subscribed, any contractual breach that will not be remedied within fifteen (15) calendar days of the receipt of a formal notice shall result in the suspension of the concerned Services or the early termination of the General Terms and Conditions of Service and associated Service Agreements, and / or the suspension of Your User Account, Your Organization(s) without any other formality. You then acknowledge that You will not be entitled to any kind of compensation or refund, even partially.

Any material breach of Your contractual obligations that could not be corrected or whose importance makes it impossible to continue the General Terms and Conditions of Service or all or part of the Service shall motivate the immediate termination of the General Terms and Conditions of Service and/or the concerned Service Agreements, and/or the deactivation or even the deletion of Your User Account, Your concerned Organizations, without judicial formality and without any kind of compensation being claimed at Gandi, without prejudice to any kind of compensation that may be claimed by Gandi.

Notwithstanding the subscribed Service, the following events shall be deemed as material breaches to Your obligations:

- The communication of fake, incomplete or inaccurate personal data, contact information about You or any person that mandates You to act on its behalf, the failure to correct or update such data, or failure to provide required supporting documents within fifteen (15) calendar days, or any other deadline indicated in Our notice ;
- The conclusion of a Service Agreement in the name and on behalf of third parties without authorization or mandate of said third party;
- If We are informed or discover You take part in any way, or carry out whether directly or indirectly, via Our Services any unlawful activity, including:
 - any provocation, apology or incitement to commit crimes or offenses, especially crimes against humanity;
 - the apology or incitement of racial hatred;
 - any activity or publishing of any racist, xenophobic or revisionist Content;
 - any activity or publishing of minors sexual exploitation related Content or any Content that could directly or indirectly be deemed as incitement to commit suicide, to make, use or distribute illegal substances;
 - terrorist activities;
 - attacks, penetration, fraudulently staying in an information system managed or ran by Gandi, or a third party;
 - the collection, the processing or the illegal sending or personal data;
 - activities causing any damage or disturbance, by any mean, to Our Services or Our information system, or to any other service or system connected to the Internet;
 - any infringement of Gandi's intellectual property rights (including but not limited to trademarks, color and graphic charter, etc)

It is however understood and agreed that, in case of a material breach of Your obligations, administrative processing fees may be charged, without prejudice of penalties incurred by the Service's reactivation, if required. These fees may be directly drawn from Your Gandi Prepaid account if it has a sufficient balance.

12.2. Pursuant to rules and regulations in force, We may suspend or immediately delete **without notice** some or all Services subscribed and/or Your User Account, or Your Organizations:

- to comply with a legal or regulatory obligation;
- pursuant to an order, injunction or decision by competent authorities (including in the case of a court decision or an administrative panel decision)

In any case, You shall not be entitled to any compensation or reimbursement for the suspension or cancellation of the Services subscribed and / or Your User Account, Your Organizations resulting from this article.

Article 13. Consequences of Contract termination

13.1. Termination of the General Terms and Conditions of Service entails the termination of the Service Agreements and the associated Services, and the termination of Your User Account and related Organizations without You being able to claim any reimbursement or compensation.

13.2. Termination of a Service Agreement, whatever the cause and the author, shall waive all Your rights regarding the said Services. The consequences of the Service termination, including technical effects if any, are specified in the relevant Service Agreement.

Unless otherwise agreed by the Parties, the termination of a Service Agreement does not automatically terminate the other ongoing Service Agreements or the General Terms and Conditions of Service.

It is understood that the provisions of the General Terms and Conditions of Service and / or the Service Agreements which by their nature survive beyond the duration of the General Terms and Conditions of Service and / or the Service Agreements shall survive for the period ascribed to them, such as articles relating to confidentiality, warranty, applicable law, jurisdiction and intellectual property rights.

In any case, Gandi shall not be held liable for the consequences, especially technical, of a Service Agreement's, User Account's, Personal Organization's and/or Domain Contact's suspension or termination. It is Your responsibility to backup all data and to take all other appropriate actions before the term of a Service Agreement.

Article 14. Technical Interventions by Gandi

As a technical intermediary, Gandi is in charge of its Services' proper functioning, security and the stability of its systems.

Gandi may have to technically intervene in following cases:

- to fix any technical issue arising of Our system,
- to perform a maintenance operation on Its hardware or software,
- in case of any issue affecting the system's stability and/or security,
- with Your agreement, through Our customer care service and if Our intervention is deemed necessary.

Gandi shall make its best effort to reduce service interruptions and, as much as possible, to give You a reasonable prior notice and to inform You of the date, nature and duration of such maintenance to allow You to take all appropriate actions before the actual maintenance operations.

If required, You acknowledge Gandi may have to suspend all or part of some Services to perform technical operation as described above. You may not be notified in case the Service suspension would be caused by external events (especially the Internet), would be required to ensure Our systems' stability or security, or would be formally requested by competent authorities or pursuant to applicable rules and regulations.

In any case, You acknowledge and agree Gandhi shall not be held liable for its sole technical interventions, required for the proper functioning and the quality of Services.

Article 15. Force Majeure

Neither party may be held liable for the total or partial non-performance of its contractual obligations or delays in the performance of an obligation, or for their consequences of any kind whatsoever, which would be due to the occurrence of an event of force majeure.

By express agreement events of force majeure include but are not limited to any partial or general strike, lock-out, boycott or other similar action, civil disturbance, epidemic, fire, computer failure, blockage of networks and communication systems, attacks by one or more hackers, or any other act or any other unforeseeable act or event beyond the parties' control preventing the normal performance of the General Terms and Conditions of Service and/or the relevant Service Agreement.

In such events, the Parties' obligations under the General Terms and Conditions of Service and/or the relevant Service Agreement shall be suspended from the date on which one Party notifies the other Party of these exonerating circumstances and shall only resume once those events cease.

Article 16. Liability

16.1. In the event of a breach by either party of its contractual obligations, the wronged party shall be entitled to obtain, under the conditions defined below, compensation for any proven loss or damage directly suffered.

16.2. Regardless of Services and options You subscribe to Gandhi shall not be held liable:

- for the inadequacy of the Services provided with the specific objectives pursued in the use of the Services, or with Your needs;
- for any malfunction, suspension or termination of the Services resulting from the non-compliance with Gandhi's instructions, Services' limitations and technical characteristics while using Our Services or a breach of Your contractual obligations, including but not limited to the provision of inaccurate or obsolete data and / or the failure to provide all required documents and supporting documents and / or failure to pay within the required time;
- for any breach of the accessibility and operation of Our Services resulting from the software applications that You install and / or use;
- for any unavailability of Our Services caused by any failure of the Internet network technical actors, networks saturation at certain periods, and / or technical characteristics and limits of the Internet, and Internet access;
- for any damage to equipment or software connected to Our infrastructures over the Internet as they shall remain under the sole responsibility of their user(s), Gandhi having no control nor supervision responsibility on these elements;
- for any infection, whether by a virus or any other computer nuisance, regardless of technology used, of Your websites, blogs, Contents and/or softwares that You shall protect from such threats;
- for any negligence, theft or communication to third parties of Your Access Codes, being specified that any use of these Access Codes and / or your User Account will be deemed made by You or with Your agreement until contrary notification sent to GANDI;
- for any intervention made by Gandhi on Your User Account, Your Organization(s) and/or on any subscribed Service(s) (in particular in the event of suspension or interruption of the Service) due to technical reasons or unavoidable maintenance operation, pursuant to a legal or regulatory obligation, or pursuant to a court decision, or any other competent authority decision ;
- for any prejudice suffered by any person to whom You have granted rights in the Services resulting from a breach of Your obligations;
- for any prejudice suffered by third parties resulting from a breach of Your obligations.

It is expressly agreed between the parties that Gandhi cannot be held liable for any material or immaterial, indirect damage (such as loss of profits, operating losses, anticipated loss of savings, loss of business opportunities, loss of customers or damage to reputation, loss, damage or corruption of data or Content), which would result from the use of any Service associated with Your User Account, negligence or misuse of such Services, by You or any person to whom You have granted rights to the Services.

In the case where Gandhi's liability would be confirmed, Gandhi's liability shall be limited to the amount already paid to Gandhi for the Service actually unavailable for the considered period.

Article 17. Guarantee

You guarantee Gandhi against any recourse or legal action based on (i) the infringement of the intellectual property rights of third parties, (ii) an infringement of the laws and regulations in force resulting from any Content, any selection or direct or indirect use of the Services associated with Your User Account or any of Your Organizations by You or any person to whom You have granted any right in the relevant Service.

In this respect, You undertake to pay the legal costs and attorney's fees incurred by Gandhi in connection with such action as well as the amount of the transactional indemnities and / or damages that Gandhi may be sentenced to.

The provisions of this article shall survive the expiration or the termination of the General Terms and Conditions of Service or the relevant Services Agreement.

Article 18. Personal data

18.1. In connection with the provision of the Services, Gandi shall collect and record personal data about You, in addition to the data collected during the browsing of Our Website, as indicated in the Terms of Use of Our Website.

18.2. The personal data that You declare in connection with the User Account and Organizations creation, the subscription and / or use of Our Services, are collected, processed and stored by Gandi in a fair and lawful manner, in accordance with the texts in force relating to the protection of personal data and in accordance with these General Terms and Conditions of Service and, where applicable, in accordance with the Service Agreement under which they are collected and processed.

All data transmitted to Gandi and collected by Our system are stored and processed for the provision and operation of Our services, as detailed in the Privacy Policy. Indeed, You acknowledge to be informed and agree that the collected and declared contact details are not only intended to allow Us to contact You easily within the framework of Our Services, but also, to satisfy our respective legal obligations.

Gandi may be required to disclose such information in response to a legal, regulatory, administrative or judicial obligation, or in any proceeding, or to satisfy the request of any competent authority.

However, we do not process any data relating to payments made by credit card, via Paypal and Bitcoin, which are made directly on secure sites of banking partners.

18.3. In accordance with Our Privacy Policy, Gandi may transfer Your data to other entities of its Group or to third party providers to perform the Services or to provide certain Services on its behalf. It is hereby specified that Gandi shall ensure that the entities of its Group or the third-party providers provide the same guarantees to implement the appropriate technical and organizational measures so that the data processing complies with the requirements of the applicable texts in force regarding the protection of personal data.

18.4. Your data may also be used to carry out operations relating to commercial prospecting. Your data is thus likely to be used, in accordance with the authorizations you will have expressly and previously granted to us:

- to send you electronic promotional messages or advertisements personalized or not,
- to analyse your use of the accessible services by using in particular your online browsing and your reactions to emails so that we can know you better, appreciate if you are interested by the messages sent to you and suggest you offers, contents and services tailored to your profile; these analyses will be carried out in accordance with the authorizations that You may have granted us, in particular when using cookies or other tracers.

For commercial prospecting operations linked to profiling and which are based on the consent of the person concerned by the processing, the latter may withdraw consent at any time provided that this will not call into question the lawfulness of the processing carried out before this revocation.

18.5. In any case, We commit to:

- storing Our customers' personal data for a period of time strictly necessary for the provision of Our Services, except if needed to establish the proof of a right or a contract;
- collecting and processing only personal data that is necessary for the provision and the proper functioning of Our Services and to comply with Our obligations;
- taking all necessary precautions in order to safeguard such data and, in doing so, to taking all reasonable measures in order to protect Your personal data against loss, inappropriate use, access by any unauthorized person, unauthorized alteration or deletion, and to allow You to exercise Your right of access, Your right to rectify and Your right to object processing;
- not selling nor assigning Your personal data, without Your prior agreement.

18.6. Exercise of Your rights

As owner of a User Account, and regardless of the Service subscribed, You have a right to access, to correct, or to object to processing on Your personal data.

You acknowledge, understand and accept that the request to delete and/or destruct Your personal data will result in the termination of the Service Agreement and the associated Service, as long as Your identification with Our Services is essential to the provision of said Service.

You may exercise Your rights at any time via Your User Account or by contacting Us at the contact details mentioned on Our Website, or on Our interface (<https://help.gandi.net/en/contact/>) or by directly contacting Our legal department in charge of processing requests for personal data : dpo@gandi.net.

In addition to these General Terms and Conditions of Service, the Service Agreements may specify the data specifically collected, and the methods for processing and storing them, as well as, if applicable, the specific procedures for exercising Your rights to access, to correct, or to object to Your personal data, as well as the possible consequences of the exercise of Your right of opposition if they are different from those described in the present General Terms and Conditions of Service.

Article 19. Reselling Our Services

When You are authorized to resell Our Services as stipulated in the related Service Agreement, You shall, in any case, respect the provisions of these General Terms and Conditions of Service and comply with all applicable laws and regulations, and ensure Your own customers also respect the contractual obligations applicable to any user, administrator or beneficiary of the Service as detailed in the relevant Service Agreement.

Article 20. Insurance

You certify that You are insured against any liability that may incur in respect of the General Terms and Conditions of Service by an insurance company that is known to be solvent. You shall have taken out insurance policies covering relevant risks related to Your activities and Your use of Our Services (including for example coverage for cybersecurity risks) and covering all financial consequences of Your liability due to direct or indirect damage caused to Gandi and/or any third party, as well as, if applicable, any direct or indirect damages that You may suffer in connection with the use of Our Services.

You undertake to maintain Your insurance contracts in force throughout the term of the General Terms and Conditions of Service, to pay the corresponding premiums regularly, and to provide supporting elements on first demand.

Article 21. Communications and notifications

Given the nature of Our Services provided only by electronic means, any communication or notification made by Gandi within the framework of these General Terms and Conditions of Service will be addressed to You preferably by electronic means to the email address associated with Your User Account or Organization.

It is therefore your responsibility to regularly update and consult the email address associated with Your User Account and Your Organization(s). You shall be solely responsible for the possible consequences of the violation or the failure to fulfill your obligations in this respect, especially if, because of the fanciful, erroneous or obsolete nature of this address, You do not receive a communication or notification. By express agreement, any communication or notification

sent to said email address will be deemed to have been validly sent to You by Our services and received and read by You within five (5) days of sending it. You acknowledge and agree that Our systems shall be used as proof in this regard.

For your communications and notifications addressed to Gandi, in addition to the contact details indicated on Our Website, You can use the contact and support forms provided for this purpose.

Article 22. Assistance

You have free access to online documentation available on Our Website at the following address: <http://wiki.gandi.net>.

Gandi provides You with customer care (Support). You can send to Our Support any request to intervene via Our Website by email (contact form): <https://help.gandi.net/en/contact> or by any other means in case of material impossibility, in specifying Your identity, Your User Account, the subject of Your request and the Service concerned.

We will make Our best effort to answer You promptly (most cases get an answer within three days as of receiving the support request for instance, excluding complicated cases which involve more thorough investigations and detailed answers).

Article 23. Contract amendment and fees changes

Our Contracts, including the rates of Our Services, are subject to modifications in order to take into account in particular any legal or technical evolution or any evolution of service providers fees.

The revisions and successive versions of Our Contracts and Our rates are published on Our Website which always contains the current versions.

New versions of Our Contracts will be subject to Your acceptance via Your User Account when renewing the relevant Service, or when subscribing to a new Service. The new Contracts thus accepted will then receive full and complete application and will replace any prior version.

A new version of the General Terms and Conditions of Service or Our Services Agreements may also come into force during the course of a Service Agreement and will be notified to You when You log in to Our Website.

In the event of disagreement on a new version of the General Terms and Conditions of Service and/or Service Agreements, You may terminate the General Terms and Conditions of Service and/or Service Agreements pursuant to conditions set forth in article 10 hereof without penalty or compensation.

Article 24. Contract assignment

You acknowledge and agree that Gandi reserves the right to transfer or assign to any other legal entity the rights and obligations of the General Terms and Conditions of Service and the Service Agreements. You agree in advance to such assignments or transfers and release Gandi from its obligations for the future.

You may not assign nor transfer, in whole or in part, the General Terms and Conditions of Service and the Service Agreements without the express, prior written consent of Gandi. If applicable, Your rights and obligations under Our Contracts will be transferred to the transferee according to the provisions set forth in the concerned Service Agreement.

Article 25. Convention of proof

Since the use of Our Services is carried out remotely via Your User Account, You acknowledge and agree that, in the event of litigation relating to the conclusion or the execution of a Service Agreement or the use of Our Services or Your User Account, log connections established by Our systems will be authentic and in particular the Credentials associated with each User Account and IP addresses, and shall be used as proof in this regard under the conditions set by applicable law. These data are stored in an internal database.

This information collected shall in particular confirm:

- any subscription, cancellation, or renewal of any Service,
- any activation or deactivation of any option,
- any use of your User Account or Organization,
- any intervention on your User Account and all or some of the Services or related options,
- the proper performance of Our Contracts.

Article 26. Miscellaneous Provisions

26.1. Failure by any of the parties to exercise any of its rights under the General Terms and Conditions of Service and/or the applicable Service Agreement or failure to enforce any breach of a contractual obligation will not be considered as a waiver to exercise the aforementioned rights or obligation.

26.2. If one or more stipulations of the General Terms and Conditions of Service and/or the applicable Service Agreement are invalid or declared as such by a court decision that has become final, the other stipulations will retain their force and scope.

26.3. The General Terms and Conditions of Service is written in French and the French version shall prevail over any language used in translation.

Article 27. Applicable law - Dispute resolution

27.1. The present General Terms and Conditions of Service are 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.

27.2. Before any legal action, the parties shall in good faith seek to settle amicably any dispute regarding the validity, the interpretation the execution or the non-performance, the suspension, the cancellation or the termination of the General Terms and Conditions of Service and/or the applicable Service Agreement. The Parties shall carry out all investigations that may enable them to find a solution to their disagreement.

27.3. In the absence of amicable resolution, and unless otherwise provided, 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.

**SCHEDULE 1 OF GANDI'S GENERAL TERMS AND CONDITIONS OF SERVICE:
"GANDI PREPAID ACCOUNT" CONTRACT**

By creating Your User Account You fully agree to abide by the present annex of the General Terms and Conditions of Service.

Terms used in the present Prepaid Account annex starting with a capital letter have the meaning which is given to them in Our General Terms and Conditions of Service, unless a specific definition of said term is provided herein.

Article 1. Description of Gandi Prepaid account

The prepayment solution made available to You is intended to facilitate payments between You and Gandi.

Your Gandi Prepaid Account is intended for :

- Allowing You to pay all sums owed to Gandi (services prices, fees, etc...) using the money You previously credited to this end on Your Gandi Prepaid Account;
- Allowing Us to re-credit, if necessary, an unused credit as part of a non-binding Service and/or to make any refund pursuant to Our Contracts.

Article 2. Opening of Gandi Prepaid Account

Gandi's Prepaid Account is automatically created when an Organization is created.

A Gandi Prepaid Account is necessarily linked to an Organization and can only be associated with one Organization.

The identity and contact details related to the Organization will appear on the invoices corresponding to any payment made via this Gandi Prepaid Account, regardless of the Service.

Article 3. Crediting Your Gandi Prepaid Account

3.1. Crediting Modes

You can choose the crediting method that suits You and change it with each transaction.

As part of the management of the provisioning of Your Gandi Prepaid Account, You can define a threshold which, once reached, will trigger the sending of a notification by email allowing You to replenish Your Prepaid Account.

You also have the possibility to register Your credit card via Your User Account. Credits will then be made by automatic debit to this credit card.

It is hereby reminded that We do not collect nor store the credit card numbers of Our customers, regardless of the crediting method selected, this information being processed by Our partner bank.

3.2 Special conditions applicable to wire transfers

By express agreement, the provisioning of a Gandi Prepaid Account may not be made bank transfer for an amount less than five (5) euros or any corresponding amount in the proposed currencies.

You acknowledge and accept that transfers below this amount will be refused and that Your Gandi Prepaid Account will not be credited.

In this case, and in accordance with the General Terms and Conditions of Service, You may not claim that Gandi will cover or reimburse any costs that You may have incurred to carry out the projected provisioning, including bank charges related to the bank transfer.

If You choose to fund Your Prepaid Account by bank transfer, it will only be credited after validation of the corresponding credit, at the latest within seven (7) business days following receipt of Your payment, provided that Your references are complete to allow Us to assign Your payment.

It is Your responsibility to ensure that these deadlines (plus postal and/or bank delays) match the timing and potential urgency of Your order.

The supply by credit card is usually the fastest and therefore recommended.

In any event, We remind You that in order to avoid any interruption of service, We shall receive Your payment before the Service's expiration date (in the case of payment by bank transfer, at least seven (7) days before the due date).

3.3. In the Event of a Problem with Your payment

3.3.1. You acknowledge and accept that We will not be able to collect Your payment, and will not be able to credit Your Gandi Prepaid Account or process Your order:

- in case of a bank transfer received without the required references (transaction number);
- in the event of provisioning Your Prepaid Account by bank transfer for an amount of less than 5 euros.

Any costs incurred by such payments will remain at Your expense and will be paid by any means, including by debiting Your Prepaid Account.

3.3.2. In the event that the receipt of Your payment is rejected or canceled, the amount corresponding to the rejected or canceled payment is deducted directly from Your Gandi Prepaid Account, provided that Your Gandi Prepaid Account has a sufficient balance to regularize this payment. You will be notified for such levy

If this regularization is not possible due to the insufficient balance of Your Gandi Prepaid Account, You shall regularize said payment by any other means (in accordance with the payment methods accepted by Gandi for the concerned Service and specified on Our Website), within the deadlines that have been notified to You.

3.3.3. It is hereby specified that the failure to regularize the payment within the required time limits constitutes a waiver by You of the order concerned.

If as a result, Services already provided become unpaid, We shall be entitled to disable the Services concerned, or Your User Account, the Organization concerned and/or disable or terminate all or part of the associated Services, without prejudice to any action filed by Gandi to obtain compensation for such unpaid amounts.

Article 4. Functioning of Your Gandi Prepaid Account

By express agreement, advance payments and advances on Your Gandi Prepaid Account will not generate interest for Your benefit, nor will Gandi be remunerated for the prepayment solution implemented.

To use this solution, simply tick the Gandi Prepaid Account payment option on the corresponding page at the end of each of Your orders, after having verified that Your Gandi Prepaid Account is sufficiently and previously funded to allow You to effectively pay the total amount of Your order.

Our automatic renewal options also work with the "Gandi Prepaid Account" prepayment solution.

By choosing this payment solution when You place Your order, You authorize Us, for each transaction, to debit Your Gandi Prepaid Account for the amount corresponding to Your order.

You agree that any refunds that Gandi may need to make shall be credited directly to Your Gandi Prepaid Account.

The debits made to Your Gandi Prepaid Account follow the chronological order of Your orders, whether these payments are scheduled (automatic renewal) or punctual.

We draw Your attention to the fact that no partial debit can be made: the Prepaid Account is only debited when its balance is sufficient to pay the total amount of the order waiting for payment. Thus, if Your Gandi Prepaid Account is not sufficiently funded to cover at least the exact amount of Your order, it will be Your responsibility to fund Your Gandi Prepaid Account, to regularize the payment of Your total order.

You will receive an email notifying You of the insufficient credit of Your Gandi Prepaid Account, to enable You, if necessary, to fund Your Gandi Prepaid Account and thus regularize the payment of Your outstanding order(s) or to cancel them. In the event that You have registered Your credit card, the replenishment of Your Prepaid Account with the amount necessary to pay for Your order will be done automatically.

As long as Your Prepaid Account is not sufficiently funded to allow full payment for the Services ordered, payment for the order(s) concerned will remain pending for a maximum period of two (2) months, until the Prepaid Account is sufficiently funded, or until You cancel any excess orders.

In any event, You acknowledge and agree that any outstanding order not paid for more than two (2) months will be automatically canceled and that You will be considered to have waived it.

Article 5. Management of Your Gandi Prepaid Account

You manage Your Prepaid Account independently from Your User Account. The interface of Your Gandi Prepaid Account allows You to:

- consult, in real time, the balance of Your Gandi Prepaid Account, as well as the debits (and corresponding invoices) and credits (and corresponding receipts) on Your Gandi Prepaid Account;
- manage the options of Your Gandi Prepaid Account. This will allow you to, for example:
- automate certain orders, in particular set up an automatic renewal option on some of Our Services;
- activate, if You wish, monthly invoicing on all Your orders (for services on which this invoicing frequency is possible);
- set up an alert when the balance of Your Gandi Prepaid Account is less than an amount You determine (to ensure You have sufficient funds to pay for Your next orders and the smooth running of Your automatic renewal options, for example);
- enable/disable the option to automatically fund Your Prepaid Account on a registered credit card,
- register/delete a credit card.

The provisioning and debiting of Your Gandi Prepaid Account, which appear in real time in Your Organization's "Billing" interface, will be notified to You by email to the address associated with Your Organization and, if applicable, to the email addresses of the Organization's members with the appropriate authorizations.

Article 6. Term - Closure - Settlement

Your Gandi Prepaid Account remains active as long as the Organization with which it is associated exists, is not suspended or deactivated, and unless terminated by either party, by email or any other written means, upon seven (7) business days' notice.

You can request at any time the closure and refund of the credit balance of Your Gandi Prepaid Account from Our customer service (support) with seven (7) business days' notice.

The credit balance of Your Gandi Prepaid Account will then be refunded to You after deducting any bank charges that may have been invoiced to Gandi.

However, the closing frequency is limited to once a month. Thus, by express agreement, if You request the closure and refund of the balance of Your Gandi Prepaid Account more than once a month, a management fee of fifteen (15) euros excluding VAT (converted according to the exchange rate in effect on the date of the refund in the currency associated with Your Prepaid Account) will be invoiced to You by Gandi plus any bank charges that may be charged to Us by the banking institutions.

These fees will then be debited directly from Your Gandi Prepaid Account if its balance is sufficient, otherwise, the refund of the credit balance will not be possible.

Finally, We may immediately close Your Gandi Prepaid Account if We are informed that Your account has been fraudulently funded, or at the request of a competent authority, without You being able to claim any refund or compensation as a result and without prejudice to any applicable sanctions.

Article 7. Access Codes - Security

In accordance with Our General Terms and Conditions of Service, You acknowledge and agree that it is Your responsibility to take all necessary measures to preserve the confidentiality of Your Credentials.

You agree to notify Us formally and without delay of the loss of a password or its disclosure to an unauthorized third party.

Unless otherwise provided in writing, any operation carried out using Your Access Codes is deemed to have been carried out under Your responsibility and with Your agreement.

Gandi is not responsible for the use, made under Your sole responsibility, of Your Gandi Prepaid Account. In this respect, You acknowledge that the data of Our operating systems are authentic in the context of Our relations as well as in the event of a dispute.

Article 8. Exclusion and Limitations of Liability applicable to Gandi

You acknowledge and agree that Gandi cannot be held liable:

- if You cannot benefit from the planned Services because You have not previously credited Your Gandi Prepaid Account with sufficient funds to cover the total amount of Your orders or the renewal of the service(s) for which You have activated the automatic renewal option;
- if, due to the delays observed by banking institutions in validating/accepting Your payment (to credit Your Prepaid Account), You cannot proceed with the payment of an order or the renewal of a service and/or if, as a result, You cannot benefit from the Services envisaged;
- in the event of suspension or interruption of Gandi's Prepaid Account service due to a technical imperative, an external event, a legal or regulatory obligation, or pursuant to a decision of the judicial authority or any other competent authority.

-- end of Gandi's General Terms and Conditions of Service --