

## Gandi Domain name registration Contract

Version 2020.1

The present contract (the « Agreement ») is concluded between, on the one hand, Gandi US, Inc., a Delaware corporation located on C/O Industrious, 345 California suite 700, San Francisco CA 94104 (hereinafter referred to as "Gandi", "We", "Us" or "Our") and, on the other hand, any legal entity or individual wishing to register, renew, transfer and manage said domain name, acting in its own name as Owner Contact or in the name and on behalf of the Owner Contact (hereinafter referred to as the "Client", "You", or "Your").

### PREAMBLE

For purposes of domain names registration Gandi acts as a reseller of the services of the French Registrar Gandi SAS, a simplified joint stock company, with its registered office at 63-65 boulevard Masséna in Paris (75013), France (hereinafter "Gandi SAS"). Any designation of Gandi as a Registrar herein represents the Registrar Gandi SAS.

Gandi SAS is a registrar accredited by the Supervisory Authorities to assign and manage domain names in different domain names extensions, as well as by the Registries respectively responsible for said extensions.

Gandi is therefore not an isolated actor, but the closest technical intermediary between You and the global domain name databases.

Domain names registered in this way are listed in an administrative directory accessible to all on the Internet: the "WHOIS". The sharing and updating of this WHOIS database is mainly entrusted to Registries and Registrars such as Gandi, which provides access to this database on its Website at <https://whois.gandi.net/>

If the domain name is registered in Your name, You are bound as the Contact Owner, as defined below, by all the provisions of this Agreement. If You register a domain name in the name and on behalf of the Owner Contact, You undertake to provide it with a copy of the Agreement.

Similarly, if You grant a license to a third party, You remain bound, as Contact Owner, by all the provisions of the Agreement and assume all responsibilities regarding the choice and use of Your domain name.

### Article 1 - Definitions

**Contact Owner:** refers to the natural or legal person identified by the Registry as the owner of the domain name.

**DNS** (Domain Name System): refers to a service that translates a domain name into information of several types associated with it, including IP addresses.

**Domain Contacts:** refers to the natural or legal persons that You may designate as the Owner, Administrative, Technical and Billing Contact for Your domain names and to who are granted predefined rights.

**ICANN** (Internet Corporation for Assigned Names and Numbers): refers to the non-profit organization under American law that is the regulatory authority for all generic top-level domain names.

**Registry:** refers to the organization responsible for managing one or more domain name extensions.

**Supervisory authority:** refers to the body in charge of the regulation applicable to a given extension. This role may be performed by the Registry.

### Article 2 - Contractual framework

#### 2.1. Normative Framework of Naming

It is hereby reminded that the rules applicable to the registration and management of any domain name are defined by the Supervisory Authorities and Registries.

As part of the accreditation process that allows Registrars to propose the registration of domain names directly with the Registries, Gandi, in its capacity as Registrar, has entered into membership contracts with these Supervisory Authorities and Registries, the provisions, updates and rules and obligations of which are binding on Gandi. These provisions are supplemented by the Special Terms and Conditions for the Sale of Domain Names issued by the Registries, which differ according to the domain name extensions and together form the "Normative Framework of Naming".

Gandi is required to apply the Normative Framework of Naming in the contracts concluded with its clients. Thus, Gandi's Services necessarily fall within the technical, legal, regulatory and contractual limitations imposed by the Normative Framework of Naming, from which You cannot derogate.

You expressly acknowledge that you are informed and understand that

- the provisions of the Normative Framework of Naming are available at any time on our Website at the "<http://contract.gandi.net/>" page;
- acceptance of and compliance with the Normative Framework of Naming is a condition for the granting and retention of any right to register a domain name;
- any update of the Normative Framework of Naming during the term of the Agreement is automatically binding on Gandi and You;
- any dispute relating to the choice or use of a domain name will be subject to the dispute resolution procedure enacted, where applicable, by the Registry responsible for the extension concerned.
- The Supervisory Authorities and Registries issue specific rules and procedures for the resolution of disputes between You and any third party relating to the choice, registration, or use of domain names in the extensions for which they are responsible.

These rules vary according to the extension chosen and are set out in the specific conditions of each extension, to which they are incorporated by reference.

These rules and procedures shall not prevent the application of ordinary law procedures before the competent judicial or arbitral courts, which shall remain applicable. However, they have been designed to allow for a quick and effective resolution of domain name disputes by providing a solution adapted to the particular nature of this type of dispute.

Thus, any dispute relating to the choice, ownership and/or use of the domain name may be submitted to an arbitration body or an administrative commission accredited by the Regulatory Authority and the Registry in charge of the extension of Your domain name.

**2.2.** In addition to the Normative Framework of Naming, the rights and obligations of the Parties relating to the subject matter hereof are governed by the provisions of this domain name registration agreement (the "Agreement") which supplement the provisions of the General Terms and Conditions of Service.

This version of the Agreement replaces the versions You have previously accepted.

The terms used in this Agreement starting with a capital letter shall have the meaning given to them in the General Terms and Conditions of Service, unless otherwise defined in this Agreement.

In the event of contradictions or difficulties of interpretation between this Agreement and the General Terms and Conditions of Service, the provisions of the Agreement shall prevail.

You acknowledge that any request to register, subscribe to and use Our domain name registration and management services implies acceptance of and compliance, without restriction or reservation, with the Normative Framework for Domain Name Registration, the General Terms and Conditions of Service, this Domain Name Registration Agreement, the specific conditions of any optional ancillary services subscribed to, the rates and technical conditions and limitations of Our Services detailed on Our Website (hereinafter referred to together as "Our Agreements").

You therefore undertake to respect Our Contracts and to ensure that they are respected by each of Your Domain Contacts and possible beneficiaries of a user license, respectively for each domain name.

Our Contracts are permanently accessible on Our Website (<https://contract.gandi.net>), and they are also presented to You when You subscribe to the Service, as defined below, in accordance with the contractual process described in the General Conditions of Service.

### **Article 3 - Description of the Service**

As part of this Agreement, Gandi provides domain name registration and management services in its capacity as a neutral technical intermediary between You and the Registries, in charge of the various extensions (hereinafter the "Service").

The Service and its implementation procedures are specified in Annex 1.

In addition to registering a domain name, We offer You the opportunity to benefit from optional Services ancillary to Your domain name (the "Optional Accessories Services"), presented on Our Website.

You may subscribe to these Optional Accessory Services or terminate them at any time during the validity period of Your domain name, in accordance with the provisions of this Agreement and, where applicable, the specific provisions applicable to the Optional Accessory Service concerned.

### **Article 4 - Gandi's commitments**

In addition to the commitments detailed in Our Contracts and subject to strict compliance with Your obligations and the technical conditions and limitations specific to each of the extensions, Gandi, in its capacity as a domain name registrar, undertakes to:

- Allow You to formulate Your requests relating to the registration and management of Your domain name, subject to the specific rules applicable to the extension in which You wish to register it and its availability, on Your User Account so as to allow their automated transmission to the relevant Registry;
- provide You with an automated, reliable and fast procedure for the registration and management of Your domain name, and the use of Our Service in an autonomous and secure manner by authentication;
- check the availability of a domain name at the time of Your order;
- transmit the registration data to the relevant Registries within the time limits required by the contracts between Gandi SAS and them and, if You have previously agreed, make them public in Gandi's "Whois" directory, both for You and for Your Contacts, in accordance with the publication terms and conditions specified in Article 5.3 hereof;
- Inform you of the rules and conditions applicable to the extensions available on Our website;
- Refund you for any operation that could not have been completed (for example, if the domain name is no longer available for registration upon receipt of Your payment), provided that this operation can be cancelled and refunded by the Registry;
- allow You to freely choose a hosting provider to use Your domain name and manage the associated DNS.

### **Article 5 - Your specific obligations**

You agree to (i) choose and ensure the use of Our Service in a lawful manner and for lawful purposes, (ii) identify Yourself with Our services, and (iii) comply with and enforce the technical specifications and limitations of Our Service.

#### **5.1. Obligation to identify the Contact Owner and other Domain Contacts**

Your identification is essential to the provision of the Service, since the Service is intended in particular to allow the identification of Domain Contacts.

In addition to Your obligation to identify Yourself, as provided for in the General Terms and Conditions of Service, You agree to provide the information required by the Standard Naming Framework, which may vary according to the domain name extensions in order to identify the Domain Contacts. The necessary or optional information is indicated, at the time of its collection, on Our Website, in order to take into account the specific rules of the chosen extension.

This information associated with the Domain Contacts that You have filled in for Your domain name is declared under Your sole responsibility.

As part of Your obligation to identify yourself, You ensure that the email address of the Contact Owner is accessible when registering a domain name, an incoming transfer to Gandi or a change of owner, as well as when changing said email address. As such, if the email address has not previously been verified, Gandi will send to the Contact Owner an email containing a link to validate in order to justify the validity of this email address. The email sent by Gandi must be validated within 15 days. Failing this, the domain names of the relevant Owner Contact may be suspended until the email address is validated.

Gandi will also re-check Your e-mail address or that of the person who made the payment, if We are in possession of information indicating that these e-mail addresses would no longer be valid.

## **5.2. Obligation to update identification data**

5.2.1. You undertake, both for Yourself and for Your Domain Contacts, including in the event of a license to use, to provide complete, accurate and reliable information, to update regularly, spontaneously and on request, all data associated with the registration of Your domain name, so that they allow You to be usefully contacted and to provide any proof at first request (in particular to prove Your identity or Contact information, those of Your Domain Contacts, compliance with Our Agreements or any specific rule for the extension of Your domain name).

You remain responsible for providing and updating the Contact Owner's as well as the Domain Contacts' data, including in the event of a license to use granted to a third party.

As indicated below and in accordance with the General Terms and Conditions of Service, failure to comply with this obligation will be likely to result in the suspension or even destruction of Your User Account, Your Organizations and/or associated Services, and in accordance with the mandatory rules governing the Internet naming system, the suspension or cancellation of the registration of Your domain name and associated Services.

5.2.2.2 In addition, You undertake, both for Yourself and for Your Domain Contacts, to update Your contact data spontaneously and as soon as possible as defined in the Special Terms and Conditions for the Sale of Domain Names issued by the Registries or within the time limits required by Gandi (example: 7 days for domain names whose extension is managed by ICANN) following any change in Your information or that of Your Domain Contacts.

Failure to update Your personal data or to respond to a request to verify it within 15 days constitutes a breach of this Agreement and may result in the suspension or destruction of Your domain names or even the deactivation or destruction of Your User Account and the termination of this Agreement.

## **5.3 Publication of data in the WHOIS directory**

By default, Gandi does not disclose the personal data of Domain Contacts in its WHOIS database.

However, you can choose to publish this data by activating the option on the relevant Domain Contact. You can withdraw your consent by deactivating the option and thus hide this data from Gandi's WHOIS database again.

If you choose to publish the Domain Contacts' data, Gandi cannot be held responsible for any use made of them by third parties.

You declare that you have informed and then obtained the consent of Your Contacts Domain of the collection, processing and publication in the WHOIS of their data as well as the purpose of the processing of their personal data, the recipients of the data (in particular the Supervisory Authorities and Registries), the mandatory or optional data to be declared and their rights of access, rectification and opposition.

## **Article 6 - Rates - Payment terms - Invoicing**

You agree to proceed or have proceeded to the payment of the selected Services according to the rates and terms applicable when Your order is placed via Your User Account.

The payer and the owner of the domain name may be different people. It is hereby specified that payment alone does not make it possible to claim the domain name ownership, since the domain name ownership is attributed to the person mentioned as the owner in the Registry database.

In particular, You must check the Domain Contacts associated with Your domain name, to which the Service You plan to subscribe or renew will be attached, and modify them, if necessary.

Gandi, at the request of a Registry, may ask You to provide a proof of identity or registration, as well as a recent proof of residence, or any other proof corresponding to the declarations associated with Your Domain Contacts, before Your order is actually validated.

In accordance with Our General Terms and Conditions of Service, in the absence of full payment and/or regularization of payment within the required time limits, Your order, in particular for the registration, renewal or transfer of a domain name, will not be taken into account and will not be successful. You will then not be able to claim any rights on the domain name concerned.

## **Article 7 - Activation of the Service - Waiver of the right of withdrawal**

The activation of the Service corresponds to the date of registration of Your domain name in Our databases.

In accordance with Our General Terms and Conditions of Services and Article L. 221-28 of the Consumer Code, in the event You qualify as a "consumer" within the meaning of the Consumer Code, You acknowledge and agree that the Service provided by Gandi is fully executed for each domain name upon its registration, renewal or effective transfer.

Therefore, you agree that, since the Service is fully performed before the expiry of the legal withdrawal period from which the consumer benefits, You expressly waive Your right of withdrawal.

## **Article 8 - Duration**

This Agreement comes into force as of the date of subscription of the Service via Your User Account for a fixed period corresponding to the validity period of Your domain name.

You choose the duration for which You wish to register or renew Your domain name with the Registry (from one to ten indivisible years) according to the constraints applicable to each type of request and each extension, as specified on Our Website.

All domain names thus have an expiration date that is mentioned in Our WHOIS (<https://whois.gandi.net/>) or in Your User Account (hereinafter referred to as the "Expiration").

The domain name and, if applicable, all Optional Accessory Services of Your domain name currently in force at Gandi, will automatically terminate on this Expiration date, unless otherwise specified in the Special Conditions relating to certain extensions or on Our Website. This domain name, which has fallen back into the public domain, will then be available again for registration on a "first come, first served" basis.

In order not to lose Your rights on the domain name (and if necessary to avoid a service interruption with regard to the Optional Accessory Services subscribed), You may, if You wish, request its renewal before its Expiry via Your User Account, for the duration You choose, according to the conditions and within the time limits required by the Normative Framework of Naming which will then be in effect.

## **Article 9 - Termination of the Agreement**

### **9.1. Your right to terminate**

You may, at any time, terminate the Agreement by requesting the early deletion of Your domain name, according to the procedure described on Our Website.

Such destruction shall result in the early termination of this Agreement without further formality and without any penalty.

In accordance with the Normative Framework of Naming, the early termination of the Agreement does not entitle You to compensation or reimbursement, particularly given the instantaneous nature of Our Service, which Gandi has already executed and paid to the Registry concerned when registering Your request to create, renew or transfer a domain name

If You wish, You may also terminate the Agreement by transferring Your domain name to a third party or by requesting the transfer of Your domain name to another Registrar, under the conditions set out below.

However, in accordance with the Normative Framework of Naming and unless otherwise provided for in the specific conditions applicable to each extension, You may not proceed with the change of owner, the outgoing transfer or the early deletion of Your domain name in the following cases:

- for certain extensions within the first sixty (60) days following the initial registration or the previous transfer of Your domain name,
- In the event of a dispute relating to the domain name or its use,
- In case of non-payment,
- In case of expiry of the domain name.

The termination of this Agreement entails the immediate termination without further formality of the Optional Accessory Services of Your domain name, unless otherwise provided for in the relevant Service agreement, to which You must refer before any further action. By express agreement, Gandi cannot be held liable for the direct or indirect consequences related to Your termination of this Agreement.

### **9.2. Suspension/Termination by Gandi**

In addition to the provisions of the General Terms and Conditions of Service, Gandi reserves the right to suspend the Service and/or the Optional Accessory Services, without payment of any compensation, in the following cases:

- You choose or use Your domain name, directly or indirectly in violation of Your contractual obligations;
- The use of Our Optional Accessory Services disrupts their operation, causes complaints from third parties, or is contrary to the technical conditions and limitations specific to each Service.

It is hereby specified that notwithstanding the suspension of the Services, the aforementioned cases may also result in the termination of the Agreement and/or the Service concerned in accordance with the provisions of Article 12 of the General Conditions of Service.

Gandi may not be held liable for any direct or indirect consequences, including Your possible conviction, related to the suspension, deactivation or deletion of Your domain name and/or Your User Account and/or Your Organizations, and, consequently, for any Optional Accessory Services associated with it.

You would therefore not be entitled to any reimbursement or compensation in this respect.

### **9.3. Consequences of termination of the Agreement**

Upon termination of the Agreement, no further Service may be ordered under it.

The Optional Ancillary Services subscribed prior to the termination of the Agreement are automatically terminated on the termination date of the Agreement, without any compensation being claimed from Gandi.

By express agreement, certain obligations survive the end of this Agreement and the Expiry of the domain name, in particular the obligation to guarantee in the event of damage caused by the registration or use of Your domain name, in violation of this Agreement and/or the rights of third parties, as indicated below.

## **Article 10 - Terms of use of Our Service**

### **10.1. Administration of Your domain name**

Gandi provides you with a management interface and an API that allows You to manage Your domain names.

The management of Your domain names and Optional Access Services is carried out independently by You or any person to whom You have granted rights on the domain name and Optional Access Services, regardless of the method used, in particular via the Domain Contact or Team features (see below).

In any case, the administration of Your domain name is Your sole and entire responsibility.

### **10.2. Your Domain Contacts**

You can directly manage Your domain name and Optional Accessory Services, or delegate all or part of their management to third parties, either via the Domain Contacts system, or via the team method, or by any other means of Your choice. These third parties are Your agents.

#### 10.2.1 Domain Contact

You can exercise the function of Domain Contact yourself, or delegate all or part of it to agents (excluding Contact Owner). Only the quality of Contact Owner allows You to claim the domain name ownership.

When You delegate the quality of Domain Contact to a third party, You agree to keep its contact details permanently accurate and up to date.

#### 10.2.2 Responsibilities and Roles

If You delegate the management of Your domain name to third parties, they may act as agents, in Your name, on Your behalf and under Your responsibility, both on Your domain name and as part of the Optional Accessory Services to Your domain name, according to the rights You have granted them.

In any case, You are responsible for compliance with Our Contracts and the texts in force by Your Domain Contacts, the members of Your teams or any beneficiary of a user license.

We reserve the right to take action against Your agents or any person making a payment for Your domain names.

### **10.3. Choice and use of Your domain name under Your responsibility and guarantee**

You agree to choose and use Your domain name and Our Services in permanent compliance with Our Contracts, all legal, regulatory or administrative provisions, and the rights of third parties (in particular intellectual property rights, personality rights and respect for privacy, etc.).

You declare that, to the best of Your knowledge, neither the registration nor the direct or indirect use of Your domain name violates the rights of third parties or the applicable laws in force.

You represent and warrant that you have, throughout the Agreement, all the rights, authorizations, licenses, or any other element necessary for the choice of Your domain name and the use made of Our Services, in order to be able to justify it, if necessary, at first request.

You agree not to use the Service, the Optional Accessory Services, if any, subscribed, or Your domain name to engage, directly or indirectly, in any unlawful, fraudulent, deviant, abusive, abusive, or harmful activities or practices of any kind whatsoever.

You are fully responsible for any consequences and any problems or disputes relating to the choice, registration and use/operate of Your domain name and the Optional Accessory Services subscribed, including in the event of a license of use granted to a third party or delegation of rights on the domain name.

You agree to facilitate the prompt resolution of any problem that may arise in connection with Your domain name and, if necessary, to communicate promptly (notably to Gandi) the identity and contact details of any third party benefiting from a license to use Your domain name.

In addition, You remain responsible for any use of Your domain name, including in the event of a user license granted to a third party, unless You disclose the identity and contact information of such third party to the complainant within the time required by the Registries (example: within 7 days for domain names whose extension is managed by ICANN).

In any event, You agree to indemnify, defend, guarantee and hold harmless Gandi, the Registrar, the Supervisory Authorities and Registries as well as their officers, directors, employees, agents or representatives from any and all claims, complaints, demands and actions of third parties in connection with the choice, registration or use of Your domain name.

As such, You agree to pay all damages, costs and expenses resulting from these actions or respondents, including reasonable attorneys' and counsel's fees. You are likely to be attracted to any proceedings brought by any third party against Gandi and/or the Registrar in connection with Your domain name (in particular with regard to the choice, registration and use that is or was made when You were the declared owner).

This guarantee continues after the end of the Agreement, for any reason whatsoever, and is expressly derived from Gandi SAS accreditation contracts with the Supervisory Authorities and Registries.

## **Article 11 - Interventions by Gandi, the Trustee Authorities and the Registries**

The Supervisory Authorities and Registries may have to intervene in the registration of Your domain name in the databases for which they are responsible, in accordance with the rules they lay down, compliance with which is a condition for the validity of the registration of Your domain name with these entities.

Gandi, whose role is to forward Your requests to these entities, will not be able to respond to Your requests if Your domain name has been suspended, blocked, or terminated by the entities in charge of managing the extension in which Your domain name is registered, or pursuant to a decision by a competent authority.

You further agree that We may suspend, modify, transfer, change ownership or delete the domain name, suspend or terminate the Optional Accessory Services, in the following cases:

- in order to correct an error made by the Registry or by Our services or any other registrar;
- if the payment collection is rejected or cancelled. We will then be entitled either to delete or freeze the domain name that has become unpaid until the payment is regularized or the domain name expires;
- if We are informed of a dispute relating to Your domain name and/or concerning the use made of it, directly or indirectly. We will then be able to block Your domain name, pending its resolution or the decision to be taken;
- pursuant to a court decision, an arbitration body or an administrative commission appointed by the Supervisory Authority or the Registry in the context of an alternative dispute resolution procedure or any document having the force of res judicata between the parties and enforceable against Gandi, relating to Your domain name;
- to comply with a legal or regulatory obligation or an injunction from a competent authority.

You acknowledge that neither Gandi nor Gandi SAS, the Supervisory Authorities or Registries may be held liable for any such intervention and that, in the event that such intervention results from a contractual breach by You, You may, if applicable, be ordered to pay damages, without prejudice to any other sums and compensation resulting from the violation of applicable laws and regulations.

## **Article 12 - Exclusions and Limitations of Gandi's liability**

In addition to the exclusions and limitations of liability detailed in Our General Terms and Conditions of Service, Gandi cannot be held liable for the consequences of the cancellation, suspension, failure to transfer or refuse to grant a domain name, resulting from the application of the rules enacted by the Supervisory Authorities and Registries or the execution of a judicial decision, an arbitration award or the decision of an administrative commission.

You acknowledge that Our liability is excluded, in particular, in the following cases:

- impossibility or refusal by a Registry to grant a domain name for which You have made a request;
- failure of a domain name registration or modification operation for reasons beyond Gandi's control and despite Our efforts;
- difficulties caused by a breach of Your contractual obligations, in particular in the event of a breach of the technical specifications or limitations of Our Services, the loss or communication of Your passwords, the provision of inaccurate or outdated personal information, or failure to produce the required documents;
- registration or use of an illegal or harmful domain name;
- consequences of the application of a decision of a competent authority;
- unavailability of Our Services caused by a failure of the technical actors of the Internet network, telecommunications operators, Registries despite Our efforts;
- because of the referencing in a blacklist of IP addresses associated with Your domain name;
- indirect damages (such as loss of profits, operating losses, anticipated loss of savings, loss of business opportunities, loss of customers or damage to reputation, loss, damage, data corruption), related to Your use of the Services or their malfunctioning.

In any event, Gandi's liability shall not exceed the amounts already paid to Gandi in return for the Service, which could not be provided during the unavailability period.

## **Article 13 - Personal data**

### **13.1. Reported Data**

During the Service provided by Gandi as part of the registration procedure for Your domain names, You expressly consent to the processing of Your personal data in accordance with the purpose and procedures detailed below.

We undertake to implement appropriate technical and organizational measures as specified in the Personal data protection policy in order to guarantee an appropriate level of security to preserve the security of Your personal data and protect them against loss, inappropriate use and unauthorized access, disclosure, alteration or destruction, as specified in the Personal Data Protection Policy

### **13.2 Purpose**

The personal data collected within the framework of Our Services, allow and are necessary for the registration and management of Your domain name, and are subject to automated processing in Our databases.

The data collected by Gandi is transmitted to our technical service providers, the Registries and an escrow agent, and is also automatically processed in the Registries' databases in accordance with the personal data processing policy established by the Registry in charge of the extension in question.

In addition, and provided that the Data Subject, within the meaning of the regulations on the protection of personal data, has given its express prior consent, this information is made public and may be consulted by any person, including third parties, by simply consulting Our WHOIS directory accessible on Our Website.

The Registries publish the data in their WHOIS according to their own rules.

The personal data thus collected shall be proof of the proper performance of the Agreement and shall be kept for this purpose in accordance with the texts in force and the accreditation contracts binding Us to the Supervisory Authorities and Registries. This information may be provided in response to a legal or regulatory obligation or to a request from the judicial authority, a Supervisory Authority or a Registry.

### **13.3. Rights of access, rectification, opposition of identification data**

You have the right to access, rectify Your data and object to the processing of Your data. You can exercise Your rights at any time via Your User Account or by contacting Us at the contact details mentioned on Our Website.

The use of Your right of objection will result in the destruction of the domain names associated with Your Contact and the termination of this Agreement since the naming system involves the collection and processing of Your personal data as well as those of Your Domain Contacts.

### **13.4. Data retention**

The storage period for data collected during the registration or renewal of a domain name is determined in accordance with the rules of the Supervisory Authorities and the rules of the Registries and will be specified in the specific conditions applicable to the extension of the domain name concerned, if applicable, and in any event in accordance with the legal provisions applicable to the protection of personal data.

### **Article 14 - Amendments to the Agreement and tariffs**

The Agreement and Our tariffs are subject to change, in particular in order to take into account any jurisprudential, legal, regulatory or technical changes as well as the rules and tariffs set by the Supervisory Authorities and Registries.

In particular, pursuant to Gandi SAS accreditation contracts, the Agreement may be amended to take into account the obligations imposed by the Supervisory Authorities and Registries, which are also imposed on You. These changes will come into force in accordance with the terms and conditions set out in the General Terms and Conditions for the Provision of Services.

### **Article 15 - Communications and notifications**

Given the nature of Our Services, provided solely by electronic means, any communication or notification made by Gandi in the context of this Agreement will preferably be sent to You by electronic means to the email address of the Domain Contact concerned, in accordance with the rules of the Supervisory Authority and/or the nature of the notification.

It is therefore Your responsibility to regularly update and consult the email address associated with Your Domain Contact(s). You shall be solely responsible for the possible consequences of the violation or breach of Your obligations in this respect, in particular if, due to 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 electronic address shall be deemed to have been validly sent to You by Our services and to have been received and read by You within five (5) days of its sending. You acknowledge and agree that Our systems will be authoritative in this regard.

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

### **Article 16 - Miscellaneous provisions**

The fact that one of the Parties does not exercise any of its rights under the Agreement or claim a breach of any of the contractual obligations shall not be considered as a waiver of the exercise of the aforementioned rights or the obligation in question.

If one or more provisions of the Agreement are held to be invalid or declared as such by a court decision that has become final, the other provisions shall retain their force and scope.

The preamble, appendices, and Specific Conditions specific to extensions and the specific conditions applicable to the Optional Accessory Services subscribed form an integral part of this Agreement.

### **Article 17 - Applicable law - Dispute resolution**

**17.1.** The Agreement is governed and construed in accordance with the substantive laws of the State of California, United States of America without regard to conflicts of law principles.

**17.2.** 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 Agreement. The Parties shall carry out all investigations that may enable them to find a solution to their disagreement.

**17.3.** In the absence of amicable resolution, any dispute arising out of this Agreement shall be brought before the federal and state courts in the State of California.

## APPENDIX 1 DESCRIPTION OF SERVICES

### **Article 1 Registration of Your domain name with Gandi**

#### **1.1 Creating Your domain name**

You formulate Your creation request via Your User Account.

Subject to the unavailable, prohibited or reserved domain names, the list of which is drawn up by the Supervisory Authorities and Registries and whose registration will be impossible, We do not exercise any a prior control over the choice of Your domain name. You make Your choice under your full and entire responsibility and must insure by Your own means of the legal nature and/or your rights to register and/or use the domain name prior to the request for its registration. The acceptance of the registration of a domain name does not in any way presume its lawfulness and/or its right to register and/or use it.

Once the registration is complete, You will no longer be able to change the domain name. In the event of an error, You must proceed with a new registration of the domain name corresponding to Your wish, and also, if You so wish, request the early deletion of the domain name that You registered in error, but You may not claim any compensation or refund in this respect, except for any grace period provided by the Registry.

The worldwide rule for the registration of domain names is "first come, first served", unless otherwise provided by the Registry (i.e. priority phase for trademark owners or auctioning). The requests are therefore processed in chronological order. Your request is automatically sent by Gandi to the relevant Registry depending on the extension chosen. At the end of the processing of Your order, We send You a confirmation in accordance with the contractual process detailed in Our General Terms and Conditions of Service.

It is hereby specified that a domain name, available at the time of Your request, may no longer be available at the time of receipt of Your payment (in particular in the case of payment by cheque) or, if applicable, upon receipt of the required supporting documents. In this case, We will refund this unfulfilled order, unless otherwise specified by the Supervisory Authorities and Registries. Our liability cannot be engaged as a result, except to demonstrate the wrongful nature of Our intervention.

#### **1.2. Domain name management**

As the owner of Your domain name (designated as such by the Registries), You manage it independently without Gandi's intervention.

When certain modifications require a specific intervention of Our services or the production of supporting documents, You must then provide the required documents at Our request.

Your requests will then only be processed upon receipt of the complete file and, if applicable, validation of the full payment required. You acknowledge that Gandi shall not be held liable if the modification is no longer technically possible.

### **Article 2. The transfer of Your domain name**

#### **2.1. Transferring Your domain name to Gandi ("incoming transfer")**

The effective transfer of a domain name from another Registrar to Gandi SAS is subject to a formalism composed of several steps, requiring the intervention of several actors and may be subject to restrictions according to the rules defined in the Special Conditions applicable to the extension concerned, such as:

- Your current Registrar's refusal to transfer the domain name to Gandi SAS, for legitimate reasons (for example, in the event of non-payment, litigation, or other specific reasons);
- the opening of judicial or extrajudicial proceedings;
- for certain extensions, a minimum period of sixty (60) days following the initial registration of Your domain name or following the last transfer.

Consequently, Our liability cannot be engaged if the transfer fails for a reason that is not attributable to Us (for example refusal or absence of authorization from one of the actors: Registry, Registrar, domain owner, Domain Contacts ; domain status technically preventing the transfer: Expiration date exceeded, domain locked against transfers, etc.).

When the transfer is completed, Your domain name is registered in Our databases. The transfer to Gandi SAS does not modify the name servers, unless You choose this option in Our Transfer Interface. In this case, the operations will not be simultaneous, but successive: We will apply the DNS change once Your domain name has been successfully transferred to Our services. In any case, during the transfer procedure, which may take several days between Your request and the actual transfer of the domain, the DNS cannot be modified. The services available on Your domain (website, emails, etc.) must continue to work normally, for this purpose, We advise You to contact in advance the organization that manages Your DNS, in order to avoid any interruption of service.

It is hereby specified that the specific conditions specific to each extension may provide for a modification of the validity period of the domain name at the time of an incoming transfer, which You must be aware of before any transfer.

#### **2.2. The outgoing transfer (Transfer to another Registrar)**

You may transfer the domain names registered under this Agreement to another Registrar by following the transfer procedure of this new Registrar, except for restrictions or prohibitions imposed by the naming rules specific to the extension in question or Gandi SAS's refusal, for just cause, to transfer the domain name in question, as provided for in Article 2.1.

### **Article 3. Renewal and restoration of Your domain name**

The renewal of Your domain name must be the subject of an express request sent via Your User Account, 2 days before the Expiration date or 2 days before the renewal deadline of the domain name, depending on the extensions.

The renewal of Your domain name is not automatic, this option can be activated via Your User Account.

We undertake to notify the Owner and/or Administrative Contacts at least thirty (30) calendar days before the Expiration of the domain name, by email only.



In addition, pursuant to ICANN's rules, for domain names in an extension managed by ICANN, Gandi SAS will notify the Contact Owner at least one (1) month before Expiration, one (1) week before Expiration and one (1) day after Expiration of the domain name by email to the email address of the Contact Owner registered in Our database.

If the renewal payment is not made within the time limit set before the Expiration date, the domain name will be deleted at that time.

However, provided that the applicable Normative Framework of Naming allows it and according to the terms and conditions that differ for each domain name extension:

- We precede the deletion with a "freeze" period of the domain name during which it is still possible to renew it late;
- If Your domain name is still deleted, You can benefit from an additional period (quarantine period) to allow You to restore it if You wish;
- At the end of these periods, the domain name, which has fallen back into the public domain, will be available again for registration, on a "first come, first served" basis.

With regard to these terms and conditions, We invite You to refer to the rules specific to the extension of Your domain name, as set out respectively in the special conditions and/or in the technical conditions and limitations on Our Website.

#### **Article 4. Change of email address**

The email address of the Domain Contacts is modified via Your User Account in accordance with the rules issued by the Registry in charge of the extension concerned and under the special conditions and technical limitations indicated on Our Website.

For extensions managed by ICANN, the rules applicable to the change of e-mail address of the Contact Owner are available at: <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en> (II. Inter- Transfer (Change of Registrant)).

In accordance with these regulations issued by ICANN, any change of e-mail address of the Contact Owner in an extension managed by ICANN requires validation and implies the implementation of specific protection against transfers for a period of sixty (60) days following said change.

You expressly appoint Gandi SAS as "Designated Agent" to act on Your behalf as provided for in the above-mentioned ICANN Rules and as such, You agree that Gandi SAS:

- approves any change of email address on behalf of the Contact Owner requesting the change;
- and does not activate the specific protection against transfers of Your domain name(s) to another registrar during the sixty (60) day period following the modification.

#### **Article 5. Change of ownership**

Unless otherwise provided by the Supervisory Authorities and Registries, You may transfer Your domain name to a third party by following the procedure indicated on Our Website and after You have paid the corresponding fees, if any.

The change of ownership may require Our manual intervention as indicated on Our Website as well as the production of supporting documents.

It is hereby specified that the specific conditions to each extension may provide for a modification of the domain name's validity period at the time of a change of ownership, which You must be aware of before any change of ownership.

The change of the domain name ownership does not automatically terminate the Optional Accessory Services attached to it. It will then be up to You either to terminate them before transferring Your domain name, or to ensure that You delete by Yourself all Your Content, if any, within the framework of any Optional Accessory Services, to which You would not wish to give access to the new owner of the domain name, who will, in any event, take over, as a result of the transfer, all Your rights and obligations.

For extensions managed by ICANN, the rules applicable to the change of a domain name ownership under these extensions are available at the following address: <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en> (II. Inter- Transfer (Change of Registrant)).

You expressly agree to entitle Gandi SAS for not activating the specific protection against transfers of Your domain names to another registrar during the sixty (60) day period following the change of ownership.

## **Appendix 2 GandiMail**

The provisions of this appendix apply only to clients who activate the free mailboxes associated with the domain name. The activation and use of this service is subject to the following terms and conditions.

### **Preamble**

Gandi offers to any client who owns a domain name that is valid at Gandi a mailbox service (hereinafter referred to as the "GandiMail Service" or "Service").

The GandiMail Service is an Optional Accessory Service to each domain name registered and active at Gandi.

The provisions of the GandiMail Contract, which You accept when activating paid mailboxes, specify the conditions of use of the said Service.

### **Article 1. Object**

The rights and obligations of the Parties relating to the GandiMail free service are governed by the provisions of this appendix, which supplement the Domain Name Registration Agreement and the General Terms and Conditions of Service. In the event of any conflict between this appendix and the General Terms and Conditions of Service and the Domain Name Registration Agreement, the provisions of the appendix shall prevail.

### **Article 2. Service description**

You have two free mailboxes with a storage space ("Quota") of 3GB, for any domain name registered and active at Gandi. The free GandiMail Service is reserved for strictly personal use, excluding any professional or mailing activity.

### **Article 3. Gandi's commitment**

Gandi commits to:

- provide anti-virus and anti-spam for incoming and outgoing mail, integrated by default into the GandiMail Service. These cannot be deactivated;
- not use the content of your emails for any purpose other than the sole provision of the service, and thus do not engage in targeted advertising;
- Allow you to monitor the Quota of disk space used.

### **Article 4. Your specific obligations in the context of the GandiMail Service**

#### **4.1. Compliance with technical limitations**

The use of mailboxes is technically limited in terms of the number of mailings per day, and overall storage per domain name.

You agree to monitor the Quota used in Your mailbox and to take all appropriate measures to avoid a service interruption due to the exceeding of these technical limitations.

If one of the two limits is exceeded, the Service will be automatically suspended.

#### **4.2. Proper and lawful use**

You agree to ensure that any use of Your mailboxes pursues strictly lawful purposes.

You agree to act promptly as soon as You are informed of any illegal or harmful use of Your mailbox and to facilitate the identification of any person who has contributed to such use.

#### **4.3. Security and backup obligation**

It is your responsibility to secure your mailboxes and back them up regularly.

In particular, You are responsible for making a final backup of your mailboxes prior to termination of the GandiMail Service, it being specified here that in the event of termination of the GandiMail Service, all the Content of Your mailboxes are totally and definitively destroyed, without possible restoration.

### **Article 5. Responsibility**

**5.1.** The mailboxes are used under Your sole and entire responsibility even if You grant the right to use them to third parties (the "GandiMail Users").

**5.2.** Gandi cannot be held liable for any material or immaterial, direct or indirect damage (such as data loss, operating loss, loss of profit) resulting from:

- the suspension of all or part of the mailboxes, or any deterioration of the Mailbox Contents by You or any third party to whom You have granted rights on Your domain name;
- the interruption, in whole or in part, of the Service in the event of absolute necessity, (i) to carry out technical intervention, in particular in the event of malfunction, risks of breach of the security of the Service, (ii) to improve its operation, or (iii) to carry out any maintenance, assistance or support operation;
- the misappropriation, total or partial destruction of the Content transmitted or stored, especially if such Content circulates via the Internet, in particular if such destruction is the result of a fault, carelessness and/or negligence that is directly or indirectly attributable to You or to one of Your GandiMail Users;
- any contamination, by virus or other computer malware regardless of the technology used, of Your Content and/or software, or a direct or indirect intrusion by third parties on Your Mailboxes (attack, hacking, etc.);
- the receipt on Your mailboxes of unsolicited or unwanted e-mails, despite Gandi's efforts in this regard, and/or any automatic classification made because of the anti-spam software and/or the temporary rejection of any e-mail due to a registration on a "grey list" (or "greylist") or any other anti-spam technique;
- the non-receipt and/or partial and/or delayed receipt, by its recipient, of an email sent from one of Your mailboxes in violation of the technical restrictions and limitations of the GandiMail Service;
- any blocking of the sending of emails resulting from security filters set up and available on Our Website;
- the deactivation or deletion of the GandiMail Service resulting from (i) the Expiration or deletion of the domain name with which the Service is associated, for any reason whatsoever, or (ii) the non-renewal of the mailbox or (iii) a measure ordered by a court decision, an administrative commission or any alternative dispute resolution authority.

## **Article 6. Suspension of Service**

**6.1.** Any use of the GandiMail Service that does not comply with the applicable limitations and technical specifications and that disrupts or risks to disrupt Our systems or the operation of the service, will be grounds for the suspension of the GandiMail Service. In the event of a notification sent by Our services, You agree to promptly change the passwords of Your mailboxes and to confirm Your actions to Us by return email as soon as possible.

**6.2.** As soon as You exceed the Quota of Your Mailbox, the reception of emails will be suspended.

**6.3.** As the GandiMail Service is an accessory to a domain name, the Expiration of the domain name with which the Service is associated will automatically result in the suspension of said Service. The mailboxes attached to the GandiMail Service will be still available for consultation only.

## **Article 7. Duration - Renewal**

### **7.1. Duration**

This Appendix comes into effect as of the activation of the GandiMail Service, corresponding to the creation of a mailbox associated with a domain name that is valid at Gandi.

The Service is activated for the entire duration of the validity of the domain name for which the GandiMail Service is an accessory.

Except in the event of termination of the Service, the term of the GandiMail Service is fixed according to the circumstances:

- at the end of the late renewal period of the domain name with which the Service is associated,
- on the date of early deletion of the domain name for any reason whatsoever,
- on the date of the outgoing transfer of Your domain name.

The change of ownership of the domain name to which the GandiMail Service is attached does not automatically terminate the Service. It is Your responsibility, if necessary and prior to the transfer, to empty Your mailbox of any Content to prevent the new owner of the domain name to access it, and to save this Content on a medium of Your choice.

### **7.2. Service Renewal**

It is Your responsibility to take all appropriate measures to avoid a disruption of the service, in particular by renewing Your domain name and Your mailboxes under the required conditions and deadlines.

Mailboxes associated with a domain name will be automatically renewed when the domain name is renewed.

## **Article 8. Your right to terminate**

You can terminate the GandiMail Service at any time, without early deletion of the domain name to which it is attached.

## **Article 9. Termination by Gandi**

Notwithstanding the cases of termination of the Service for breach of Your contractual obligations defined in the General Terms and Conditions of Service, any material breach of Your obligations is likely to cause the deactivation or even termination of the GandiMail Service immediately and without notice, without it being possible for You to claim any compensation in this regard.

In addition to the material breaches defined in Our Contracts, the following are considered to be material breaches of the present appendix:

- the use of the GandiMail Service to engage in or participate, directly or indirectly, in an abusive, illegal or spam practice;
- the presence or accessibility of manifestly illegal Content on Your mailbox.

## **Article 10. Consequence of termination of the Service**

**10.1.** The end of the GandiMail Service automatically results in the termination of the reception and sending of messages from all mailboxes.

**10.2.** In the event that the termination of the GandiMail Service results from the Expiration of the domain name to which the Service is attached, You have a period of seven (7) calendar days from the domain name Expiration to recover the Content from your mailboxes.

In the event that the termination of the GandiMail Service results from Your decision to terminate the Service, You have a period of seven (7) calendar days from the termination of the Service to recover the Content from your mailboxes.

At the end of the above-mentioned deadlines, Gandi will proceed to the final destruction of the mailboxes and their Contents, without any possibility of recovery.

It is hereby specified that in the event of termination of the Service for breach of Your contractual obligations, Gandi will immediately proceed to the permanent destruction of the mailboxes and their Content, without the possibility of recovery.