

Gandi Premium DNS 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 as "Gandi", "We", "Our", or "Our") and, on the other hand, the Organisation, wishing to activate the Premium DNS Service associated with a domain name, acting on behalf of the Contact Owner (hereinafter referred as the "Client", "You", "Your", or "Yours").

Preamble

The Premium DNS service as defined below is only available for legal entities that own a domain name at Gandi.

The Premium DNS Service is an Optional Accessory Service to each domain name, for Extensions deemed by Gandi as eligible, using exclusively the LiveDNS domain name server solution,

Article 1. Definitions

"DNS": Domain Name System is a service for translating a domain name into several types of information associated with it, including the IP addresses of the machines that refer to that name.

Article 2. Contractual framework

The rights and obligations of the Parties relating to the subject matter hereof are governed by the provisions of this Agreement, concluded pursuant to the Domain Name Registration Contract and the General Terms and Conditions of Service.

The Agreement supplements the General Terms and Conditions of Service and the Domain Name Registration Contract.

Capitalized terms used in this Agreement have the meanings given to them in the General Terms and Conditions of Service and the Domain Name Registration Contract, unless otherwise defined herein.

In the event of a contradiction between this Agreement and the General Terms and Conditions of Service and the Domain Name Registration Contract, the provisions of the Agreement shall prevail.

This version of the Agreement supersedes the versions that You have previously accepted.

Section 3. Object

The Agreement determines the terms and conditions according to which Gandi allows You to reinforce the availability of Gandi's DNS associated to Your domain name by providing You with a fourth logical DNS server named "z.dns.gandi.net" (the "Premium DNS Service").

Article 4. Description of the Premium DNS Service

The service consists of adding a fourth logical DNS server to the Gandi LiveDNS offer associated by default with a domain name at the time of its registration or renewal.

The Premium DNS Service consists, for the domain name to which You will have associated the Service, in an additional logical entry named "z.dns.gandi.net", which relies on a third-party solution to respond to DNS queries addressed to "z.dns.gandi.net".

Article 5. Technical limitations

Only domain names in eligible Extensions using exclusively Gandi's LiveDNS service can use the Premium DNS service.

The Service is limited to 50 queries per second for a duration of more than 168 hours.

The number of queries per second applies per domain name and only for the "z.dns.gandi.net" DNS server.

Once the Premium DNS Service has been activated, it is no longer possible to modify the DNS servers associated with the domain name in question. In the event that You wish to modify the DNS servers of Your domain name, You must first terminate the Service in accordance with the terms and conditions set forth in Section 8 of this Agreement.

Article 6. Rates - Terms of payment - Invoicing

As the Premium DNS Service is accessory to a domain name, its price is calculated until the Expiration date of the domain name to which the Service is associated, according to the rates in force at the time of Your order.

The price of the Service is invoiced in a single installment at the time of subscription or renewal of the Service.

It is Your responsibility to check the price when renewing the Service, in particular in the case of automatic renewal of the domain name.

You agree to pay for the Premium DNS Service according to the rates and terms in force at the time of Your order.

In accordance with the General Terms and Conditions of Service, We will only be bound and You will only be able to benefit from the service ordered after validation of full payment.

Article 7. Duration - Renewal

7.1. Duration

This Agreement comes into force as of the Activation of the Premium DNS Service and is concluded for the entire duration of the validity of the domain name to which the Premium DNS Service is an accessory.

Except in the event of termination of the Service, the term of the Premium DNS Service is fixed as the case may be:

- on the Expiration date of the domain name to 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 DNS Premium Service is attached, does not automatically terminate the Service.

7.2. Renewal of the Service

To renew the Premium DNS service, a domain name still valid and registered with Gandi is needed. The Premium DNS Service cannot be renewed without a domain name still valid with Gandi.

The Service is automatically renewed and invoiced inseparably when the domain name is renewed, for the same duration.

In accordance with the General Terms and Conditions of Service, We draw Your attention to the fact that no partial debit can be made : Your Gandi Prepaid Account is only debited when its balance is sufficient to settle the totality of the order pending 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, in order to regularize the payment of Your total order.

As long as Your Prepaid Account is not sufficiently funded to allow full payment for the Services ordered, the payment of the order(s) concerned will remain pending for a maximum delay of two (2) months, until sufficient funds are available in Your Account, or until You cancel the surplus orders.

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

If You decide not to renew the Premium DNS Service when renewing the said domain name, You must terminate the Service before renewing the domain name.

Section 8. Termination

You may terminate the Agreement at any time via Your User Account. You will then be reimbursed pro rata temporis on Your Gandi Prepaid Account.

Article 9. Exclusions and limitations of Gandi's liability

Gandi cannot be held liable for indirect damages, notably of a commercial nature, or for an operating loss, related to the use of the Premium DNS service.

Article 10. General provisions

The fact that one of the Parties does not exercise any of its rights provided for in the Contract or does not invoke a breach of any of its contractual obligations shall not be considered as a waiver of the exercise of the aforementioned rights or of 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 and any appendices form an integral part of this Agreement.

The Contract is drawn up in English, which takes precedence over any other translation language used.

Article 11. Applicable law - Jurisdiction clause

11.1. The Agreement is governed by and construed in accordance with Californian law.

11.2. Prior to any litigation, the Parties shall seek, in good faith, to settle amicably their disputes relating to the validity, interpretation, performance or non-performance, interruption, termination or cancellation of the Agreement.

11.3. In the absence of amicable resolution, any dispute concerning the validity, interpretation or performance of the Agreement shall be brought before the federal and state courts in the State of California.