

## GANDI SSL Contract

Version 2.0 dated August 3<sup>rd</sup> 2017

You acknowledge that the subscription and utilization of Our Gandi SSL services, implies the unconditional acceptance of and adherence to Gandi's General Service Conditions, the Terms and Conditions of Domain Name Registration at Gandi and the special conditions applicable to the extension of Your domain name if it is registered at Gandi, the special conditions of optional accessory services that You may have subscribed to, and the rates, and technical conditions and limitations of Our services, detailed on Our website <https://www.gandi.net> and the present Gandi SSL Contract (hereafter referred to as "Our Contracts" or the "Gandi SSL Contract" or the "present Contract").

Our Contracts can be viewed at any time on Our website, and they will also be presented during any subscription to the service, in accordance with the Contractual process outlined in Gandi's General Service Conditions.

You acknowledge to have read and understood them, and You accept to be unconditionally bound by them.

Capitalized terms used in the present Gandi SSL Contract have the same definitions as provided in Gandi's General Service Conditions, the Terms and Conditions of Domain Name Registration at Gandi if applicable, unless specifically defined otherwise in the present Gandi SSL Contract.

The present Gandi SSL Contract, which determines the services provided by Gandi within the framework of its digital SSL certificates, and the mutual obligations that are in effect depending on the options chosen, are a complement to Gandi's General Service Conditions, the Terms and Conditions of Domain Name Registration at Gandi if applicable, of which the conditions take full effect unless specifically stated otherwise, within the present Gandi SSL Contract.

Since the SSL Contract is accessory to Your domain name, the customer of Our Gandi SSL Services, the owner of the domain name associated to the aforementioned Gandi SSL Certificate (individual or organization that appears as the owner contact in the public "Whois" database) or third party (individual or organization) mandated to act on the behalf of the owner of the domain name associated with the aforementioned Gandi SSL Certificate, is the holder of the private key that corresponds to this Certificate (hereafter, the "certificate holder", "You", or "Your").

As set forth in detail in Gandi's General Terms and Conditions of Domain Name Registration, for purposes of domain name registration, Gandi acts through delegated authority in the name and on behalf of the related corporate entity, the French Registrar Gandi SAS. Any designation of Gandi as a Registrar herein represents the Registrar Gandi SAS.

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### **PREAMBLE: Presentation of digital certification**

#### **What is an SSL certificate?**

SSL is an acronym for "Secure Socket Layer". It designates a standard secure protocol for the transmission of data over the internet, that notably is based on digital certificates, called SSL certificates.

An SSL certificate is a digital certificate that is a string of data that cryptographically links an owner that has been identified by his private key, to a public key.

An SSL certificate may be issued to an individual, a private or public organization, an educational establishment, or a component of a digital network such as a firewall, router, or any other piece of security hardware.

For example, an SSL certificate allows someone to authenticate either a website (ex. authenticate Your domain name and Your identity with regards to third-party visitors to Your website and to assure that the exchanges will be secure on Your website), an email address, or a server.

The certificate guarantees the public key and the data that are associated to it (the domain name, its owner, the name of the company and its contact information, for example).

Nonetheless, there are several certificate levels, depending on whether or not the owner has been the object of verifications and validations, or whether or not the certificate is associated to a warranty. We have provided You with a glossary on Our website, to help You understand the various terms used. You may view this on on Our website (<http://wiki.gandi.net/en/glossary>).

#### **What is it used for?**

The internet has become a necessary tool of data exchange, though You know that the data sent over the internet is done so in a way that is open, and therefore may be intercepted and read, at any moment, by anyone.

Would You like to use the internet in a way that is stress-free by assuring that Your data is not read by anyone other than those that You have chosen to communicate with, or by being assured that the site on which You are performing transactions, notably e-commerce, is the authentic website of the company with which You would like to do business? Would You like to be sure that the data of Your server is only accessible to those who have the necessary authorization, or perhaps even that access to the administration interface, the customer accounts of Your website, or Your webmail access benefit from specific protection against unauthorized intrusions?

Then You already understand the purpose of secure SSL technology: being authenticated by a trusted third party (Us!) and having an authenticated SSL certificate allows You to have confidence in the digital economy.

## How does it work?

SSL security functions with the use of an asymmetric encryption method (primary key), a symmetrical one (keys used for the session to encrypt the data) and a system of message encryption verification by signature that the messages have not been corrupted.

SSL protocol allows encoding and signing a connection by the use of two digital keys: a private key that You generate and which must remain secret and not revealed to anyone, and a public (session) key, which contains information that is necessary to register the certificate request (by the sending of a Certificate Signing Request "CSR") and to generate the certificate (the certificate is issued and signed by the certification authority with the use of its private key: it thus generates the key and sends the information necessary to its publication).

Once generated and published, the certificate must be installed by its owner on a server, thus allowing for the authentication of the server and the secure transmission of all of the data exchanged via the server.

The SSL certificate allows for an exchange of keys between the client and the server of the secured application. This way, once recognized by the web browser, the Certificate will allow for a secure connection to be established.

A list of certificates that have been issued or revoked (called the "CRL", for "Certificate Revocation List") is available to the public on the internet. The sharing and updating of this database is mainly confided to "Certification Authorities" ("CA") and publication services, as per protocol. Gandi provides access to this database via Our website at the address <https://crl.gandi.net>.

## What is Gandi's role?

Gandi is a Certification Authority, which is a technical service provider that allows its customers to generate and manage digital certificates, using standard SSL protocol.

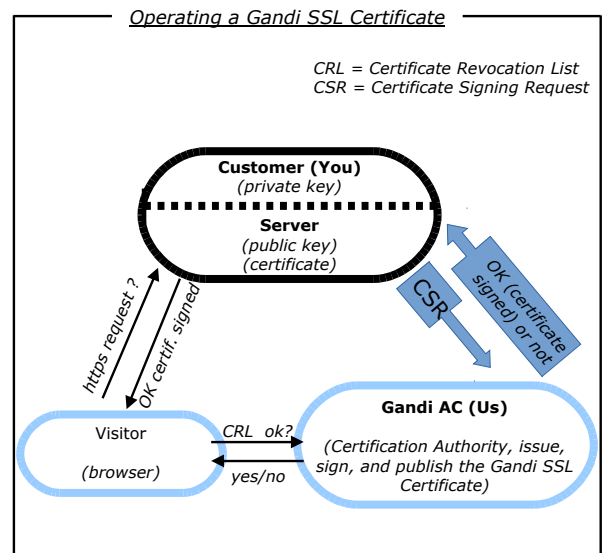
Gandi issues digital certificates of the type X509, hereafter referred to as "Gandi SSL Certificate(s)".

If You would like to have a Gandi SSL Certificate, You must have an active domain name, and must make the request from Gandi. If the case may be, after performing some verifications, Gandi will create Your SSL Certificate and sign it with its private key.

This signature allows attesting that the content of the information associated to the public key (such as the person, the company, the domain name, the server, or other elements that are contained within) corresponds to the Certificate that has been issued.

Your Gandi SSL Certificate is therefore published as such, and will be validated by the web browsers that recognize it, and thus authorize an encrypted connection.

As a Certification Authority, Our role can be seen in the following diagram:



In Our function as Certification Authority, We commit Ourselves to providing the best service possible, though Our services can only take place within the technical, legal, regulatory, or contractual limits, to which both We and Our customers must abide.

## Section 1. Description of the service

Within the framework of the Gandi SSL service, Gandi provides every customer that is the owner of a valid and active domain name the benefit of its service of digital certification using the SSL protocol.

The owner of a Gandi SSL Certificate is the owner of the domain name that is associated to the aforementioned Gandi SSL Certificate (physical person or organization that appears as the owner Contact in the public "whois" database) or the third party (individual or organization) that is able to act on behalf of the domain's owner, the sole holder of the private key that corresponds to this Certificate (designated in the present Contract, the "Certificate owner").

In its position as Certification Authority, Gandi's role is to allow You to obtain and manage one or several Gandi SSL Certificates depending on the level of validation and guarantee that You may have chosen, in conformity with the technical characteristics and limitations of each of the Gandi SSL offers.

In addition to the characteristics and technical limitations, and prices of each of Our Gandi SSL offers, in order to provide You with a maximum amount of information, We publish the Gandi CA ("Gandi CPS", for "Gandi CA Certification Practice Statement" <http://www.gandi.net/ssl/documentation>) on Our website.

This document, which does not have any contractual value, is subject to being amended on a regular basis, as the technical characteristics of the service change. It is a detailed reference document that allows Us to inform Our customers, as well as third parties, of the level of confidence that they can give to the various Gandi SSL Certificates. Any non-accord between Gandi's CPS and the present Gandi SSL Contract cannot and does not change the terms and conditions of the present Gandi SSL Contract, which prevails over any contrary mention in the CPS.

The services provided by Gandi in the framework of the present Gandi SSL Contract are not to be confused with those of the services provided by Gandi in the framework of domain name registration or web hosting. If You use these various services in concert, their associated Contracts are also fully applicable, in addition to the present Gandi SSL Contract.

## **Section 2. Gandi's commitments**

In addition to the contractual obligations that are outlined in Our Contracts, and under the strict adherence to Your obligations and the technical conditions and limitations that are specific to each of Our Gandi SSL offers, in its function as a technical intermediary providing digital certification solutions using the SSL protocol, Gandi commits to:

- make several different types of Gandi SSL Certificates available to You for use with Your domain name (registered at Gandi or another provider), that have different levels of verification and warranty (Gandi's Standard, Pro, or Business SSL Certificates), and in conformity to its certification policy,
- make available Gandi SSL Certificates that are compatible with many different web browsers, including older-generation browsers,
- allow You to benefit from Gandi SSL Certificates that are compatible with domain names having one or more accented characters, for extensions that allow it, and to let You use Your Gandi SSL Certificate for a specific address or for all the sub-domains of a domain name to which it is associated,
- enable You to download the "Gandi Trust" logo, which You can display on Your website or during Your electronic transmissions during the validity and adherence to the conditions of the present Gandi SSL Contract, as long as You have a valid Gandi SSL Certificate,
- allow You to use Your Gandi SSL Certificate until its expiration date, even in the event of a transfer of the domain name to which the Gandi SSL Certificate has been issued to another provider,
- revoke the Gandi SSL Certificates on the request of a person that has been authorized to do so, or in the cases described in the present Contract, and to keep an updated list of Gandi SSL Certificates (CRL <https://crl.gandi.net>),
- Remind You of Your Gandi SSL Certificate's expiration date by email, at least 30 days prior to its expiration.

The bounds and limits of Gandi's obligations and responsibilities, as well as the conditions under which Gandi may be led to intervene, are detailed in our Contracts, and hereafter, and its responsibility is limited to the specifications detailed in the certification policy (<https://www.gandi.net/ssl/documentation>).

## **Section 3. Your specific obligations within the framework of the Gandi SSL service**

You acknowledge and accept that the obligations listed in Our Contracts and notably Gandi's General Service Conditions are incumbent upon You for whatever the service subscribed to may be (Section 3 of Gandi's General Service Conditions) and are fully applicable within the framework of the Gandi SSL service.

Consequently, You agree to choose a certificate that meets Your needs (so that Your Gandi SSL certificate offers You a corresponding level of security), to respect and assure that any person to whom You may have delegated the management of Your Gandi SSL certificate respect the technical specifications and limitations of Our services (both for the installation and use of Your Gandi SSL certificate), to assure that the installation and use of Your Gandi SSL certificate, and specifically of Our services, in a way that is legal and in conformity with Our Ethics, and to identify Yourself to Our services.

Additionally, in accepting the present Contract, and in using Our Gandi SSL services, it is Your obligation to constantly assure that the specific obligations mentioned hereafter are respected.

### **3.1. Obligations in Your role as a domain name owner to which Your SSL certificate is attached**

To benefit from the Gandi SSL service, You declare and guarantee to have a domain that is valid and active, and for which the choice and use are in conformity with Our Contracts and applicable law in particular in Luxembourg.

The Gandi SSL service is accessory to Your domain name if it is at Gandi:

- You commit Yourself to not only respect Gandi's General Service Conditions, but also the Terms and Conditions of Domain Name Registration at Gandi as well as the special conditions for the extension of each applicable domain,
- the Gandi SSL service follows the status of Your domain name (You may therefore not use Your SSL certificate once it is installed if Your domain name expired and was not renewed within the deadline).

You acknowledge to be fully informed of and to accept that any breach of Your contractual obligations in Gandi's General Service Conditions or the Terms and Conditions of Domain Name Registration at Gandi and/or the special conditions concerning the extension of the applicable domain name is grounds for the suspension or cancellation of the Gandi SSL service, which is an accessory as detailed hereafter, and therefore the revocation of the Gandi SSL Certificate.

If You have delegated the role of the owner of the Gandi SSL Certificate to a third party, they may intervene as a "Certificate Holder"; in Your name, on Your behalf and under Your responsibility within the framework of Gandi's SSL service. In all cases, You agree to assure that any person to whom you have delegated the management of your Gandi SSL Certificate, acting as a "Certificate Holder" in Your name and on Your behalf, will abide by our Contracts and Luxembourg law, and that you will be held responsible in the event of their violation by them.

### **3.2. Installation of the Gandi SSL certificate by Yourself and under Your responsibility**

You are notified of the confirmation of Your Gandi SSL Certificate. Our email contains a URL (link) that will allow You to download Your Gandi SSL Certificate. You must then install this Certificate on Your server, which is under Your sole responsibility, particularly regarding the security of Your hardware, software, and connections.

You must therefore verify as soon as possible the content of Your Certificate, and to notify Us of any error or defect in the Certificate, or the information that it contains. This verification and notification obligation, notably in the concordance of keys, is a constant obligation that is incumbent on You, that You must abide by throughout the duration of Your Gandi SSL Certificate, the violation of which may constitute a serious breach of Contract as indicated hereafter.

**In order for Your Gandi SSL certificate to work**, it is important to assure that:

- the domain name to which it is associated is renewed for the entire duration of the Certificate,
- You have, directly or indirectly, technical access to the server, so that You can generate Your keys and install the Certificate on the server (this is notably not possible for shared web-hosting plans, and Gandi AI servers),
- You proceed with the payment of the Certificate renewal within the specified deadline, if You wish to be able to continue to use Your Certificate past the initial subscription period.

### **3.3. Appropriate and licit use of the Gandi SSL Certificate**

Depending on the Gandi SSL Certificate that has been subscribed to, the Certificates issued by Gandi can only be used for authentication and security, and each of the Certificates issued may only be used in conformity with the purpose that has been stated in the present Gandi SSL Contract, and in conformity with current Luxembourg law.

Certificates issued by Gandi are not intended to allow for the assurance of the intentions of their holder or their sales ethics, since Gandi does not proceed with any control of the activities developed under a Gandi SSL Certificate, which are under the full and sole responsibility of their holder, who commits to abide by current applicable local law and to use it in a way that is proper and legal.

**In any event, Gandi cannot be held responsible for the inadequacy of the services provided with the objectives that You pursue**, which are expressly excluded from the range of the Contract. You acknowledge to have verified that the service is appropriate to Your needs, and to have obtained all the technical information and advice from third parties which are necessary to You to this effect.

You acknowledge that the information Gandi makes available to You on its website are for information purposes only, and are non-contractual. They are there to allow You to understand and compare the characteristics of the various Gandi SSL offers. They cannot in any case act as a substitution of the verifications that You must make regarding the appropriateness of Our Gandi SSL plans to Your needs, depending on Your activity and Your use of Our services, and in conformity to their ultimate respective purposes.

Any use of Your Gandi SSL certificate in violation of the present Section 3.3 will constitute a serious breach of Your contractual obligations and alone be grounds for the suspension or termination of the Gandi SSL service, and therefore the revocation of Your Gandi SSL Certificate, or Your Gandi account, without notice, and without Your being entitled to claim any indemnity for this fact. It will also be susceptible of making You responsible with regards to both third parties, as well as Gandi, and notably Your condemnation due to the fact that prejudices caused by this violation and the application of penalties according to current Luxembourg law.

### **3.4. Proper use of the Gandi SSL Certificate and the "Gandi Trust" logo**

You acknowledge that, before any decision of subscription, that You have had access to the detailed characteristics of Our services, as well as the information that has been published online on Our website, in addition to Our forums and Our customer support, destined to allow You to judge for Yourself whether or not Our services meet Your needs.

You declare and guarantee that Your use of Our Gandi SSL services, or those of any third party to whom You may resell Our services or grant a license of use, respects the technical specifications and limitations that are applicable to Our services.

It is notably Your obligation to:

- take all the reasonably appropriate measures to guarantee the security and adequate use of Your Certificate and the private key that corresponds to Your Gandi SSL Certificate,
- protect the confidentiality and security of Your private key and Your materials,
- learn about the warranty limitations that are specific to each Gandi SSL Certificate, which are constantly made available on website. This way, You can take all appropriate measures as required.
- respect the destination of each of the Gandi SSL certificates,
- notify Gandi of any change that is susceptible of affecting the validity of the Gandi SSL Certificate provided,
- provide, including upon Our request, any proof of ID and additional information or ID that will allow Us to prove Your identity and to validate that You fulfill the conditions necessary for the creation, management, revocation, or renewal of the Gandi SSL Certificate chosen,
- choose, create, and use Our Gandi SSL services and, if applicable, the "Gandi Trust" logo, within the bounds of applicable Luxembourg law and the rights of third parties (trademarks, intellectual property rights, personality rights, etc.),
- immediately cease using a Gandi SSL certificate after its expiration or revocation, for whatever reason, and to **verify before any use** of Your Gandi SSL Certificate, that it does not appear in the list of revoked certificates (CRL <https://crl.gandi.net>);
- assure that the "Gandi Trust" logo is not associated with any activity or website that is illegal, illicit, or prejudicial, and to only use this logo under the conditions that are strictly mentioned for it in the Gandi SSL Contract. You acknowledge that any offending use may be grounds for the immediate revocation without notice of any right of use of the "Gandi Trust" logo, in addition to Your possible obligation to pay damages and interest.

You acknowledge and accept that You alone are responsible for the consequences of a problem in the functioning of Your service following the installation or usage that does not follow Our instructions, limitations, or technical characteristics of Our services, or which would be consecutive to the violation of obligations stated within the present Gandi SSL Contract. This holds true whether the action

was taken by You or any member of Your staff, or any other person to whom You may have provided access to Your Gandi Account, or to whom You may have divulged the code(s) of Your private key(s), which is at Your own risk and peril.

Any use of Your Gandi SSL certificate and/or "Gandi Trust" logo in violation of the present section 3.4 will constitute a serious breach of Your contractual obligations and may be grounds for the suspension of the Gandi SSL service, and therefore the revocation of the Gandi SSL certificate, or Your Gandi account without notice and without You being able to claim any indemnity from Gandi for this fact. Additionally, it is susceptible to Your being held responsible with regards to third parties, and notably lead to Your sentencing and the application of penalties as set forth in current Luxembourg law.

In any case, You acknowledge and accept that We reserve the right to cancel or revoke any Gandi SSL Certificate, as indicated hereafter.

### **3.5. Use of Our services and Your Certificates is under Your responsibility**

You commit Yourself to using Our services in such a way that is strictly legal, and in accordance with Our Contracts, and guarantee Gandi of this, in a way that We are indemnified from any conviction or fee that may be a result from Your violation of Your agreements.

You are fully responsible, including in the event that Our services are resold, or a license of use is granted to a third party, or the authority to use them, whether professional or not, of any prejudicial consequence or dispute:

- pertaining to the choice and/or the use of Your Gandi SSL Certificate,
- connected to the installation of Your Certificate on Your equipment, or to usage that is not appropriate to the characteristics or technical limitations of the plan that was subscribed to, inappropriate or illegal, reputed to have been made by You and with Your consent or Your instructions,
- to the use of the Access Codes associated with Your Gandi Account, and/or the private key corresponding to Your Gandi SSL Certificate, either by Yourself or by any third party that You may have authorized or a member of Your staff or any other person who You may have given Your Access Codes, at Your own risk and peril, it being stated that any use of Your Access Codes or Your private(s) key(s) will be reputed to have been made by You or with Your consent, under Your sole responsibility,
- the consequences tied to the incorrect nature of information that was provided or documents sent within the framework of Our services,
- the declaration and the validation by the "Certificate Holder", reputed to have been made by Yourself, with Your consent or Your instructions,
- any consequences tied to the inability to verify information which is incumbent upon You, notably information appearing on Your Gandi SSL Certificate and the concordance between the public and private keys, or not notifying Gandi of any inaccuracy or default in Your Gandi SSL Certificate,
- all the consequences tied to Your not requesting the revocation of Your Gandi SSL Certificate, notably in the event of a corruption of Your Gandi SSL Certificate or if the information that it contains is false or obsolete.

**You commit Yourself to guarantee and hold harmless Gandi of any prejudicial consequence, in the event of a serious breach of Your obligations, it being explicitly stated that this obligation will survive the end of the Contract.**

**Additionally, You commit Yourself to facilitating the quick resolution of any problem or dispute that may arise with regards to Your use of Our services or of a Gandi SSL Certificate, and, if the case may be, to rapidly communicate the identity of any third party that may have a license of use or right to use and/or administration of the services put in place by Our technical solutions.**

### **Section 4. Prices - Means of payment - Billing**

If applicable, You agree to pay or proceed with the payment of the Gandi SSL Certificate that You chose, in accordance with the prices and means of payment that are applicable at the time that You place Your order via Our interface, in conformity with the contractual process described within Gandi's General Service Conditions.

You acknowledge that this Contract takes affect, as does Our ability to complete Your order, only once We have received and validated the payment in full for the services ordered, which must take place within sixty **(60) calendar days** from the date You placed Your order, as an exception to Gandi's General Service Conditions.

If no payment has been received within the deadline, Gandi will not authorize You to obtain the Gandi SSL Certificate that You requested.

Gandi will notify You of the time remaining before the expiration of Your order, at least fifteen (15) days before the deadline, so that You can make Your payment in time. Orders for which payment is pending are displayed on Our Interface, and are updated in real time.

If the payment of Your order, initially validated in time, but which was later rejected or cancelled, You will be notified of this outstanding balance. If this is not paid within the required deadlines, it will be grounds for the revocation of the Gandi SSL Certificate, or even the suspension of Your Gandi Account.

### **Section 5. Right of cancellation**

In conformity with Gandi's General Service Conditions and the article L. 222-5 of the Luxembourg Consumer Code You (as You are defined as a consumer according to Luxembourg law) acknowledge and accept that the cancellation right does not apply if the Gandi SSL service is activated before the completion of the withdrawal period as stated in the Consumer Code.



## **Section 6. Means of creating a Gandi SSL Certificate - service activation**

### **6.1.a Conditions that are common to all Gandi SSL Certificates**

If the domain name is at Gandi: All Gandi SSL Certificates are associated to the Gandi handle that requested the SSL certificate, the only the holder of the private key corresponding to the certificate, acting as the "Certificate Holder" in the name of and on behalf of the owner of the domain name that is valid and active (for extensions that are technically compatible).

These mandated individuals act, in accordance with the Terms and Conditions of Domain Name Registration at Gandi, in the name of and on behalf of the owner of the domain, who is the title holder.

If the domain name is registered with another provider: Every SSL Certificate is associated to the Gandi handle that requested the SSL Certificate, the only the holder of the private key corresponding to the certificate, acting as the "Certificate Holder" in the name of and on behalf of the owner of the domain name that is valid and active (for extensions that are technically compatible).

Consequently, to subscribe to one of Our Gandi SSL plans, You must at least:

- have a domain name that You manage at Gandi or another provider to which You would like to associate the Gandi SSL Certificate, and
- have a Gandi Handle that is associated to an active domain name registered at Gandi, and assure that all of the contact information that has been registered and provided to Us under Your responsibility for this Handle are exact, reliable, up-to-date, and verifiable, and
- have a private key that You generate, and which will be associated to the public key that is to be included into the Certificate, it being specified that this private key, which must remain secret, is personal and is not to be divulged to anyone, and
- have the rights that allow You to use the name that will be associated to Your Certificate, so that You can prove it, if the case may be, and act on behalf of the owner of the domain name, who is the one that requests the Certificate, and
- either directly or indirectly, have a technical access to the server, so that You can install the Certificate after its creation, and
- depending on the type of certificate, supply proofs of ID such as those listed below, and permanently on Our website and Our Interface when You place Your order, within the specified deadlines.

After the complete validation of Your payment (which must occur within sixty (60) days of the date when You placed Your order as an exception to Gandi's General Sales Conditions), You will receive a notification, that will inform You that Your request to activate Your Gandi SSL Certificate is available.

You must then confirm Your activation request by following the process indicated within sixty (60) days of this notification. If this is not done, and past this deadline, You will be reputed to have renounced Your Certificate request and may, if the case may be, request the refund of the amount corresponding to the Gandi SSL Certificate that You have renounced, and initiate a new order at a later time if You so wish.

Once Your activation request has been confirmed, You will then need to submit the necessary proofs of ID as appropriate (see Section 6.2), within a maximum delay of sixty (60) calendar days beginning from the date of this notification. If this is not done, Your order will be deemed invalid, and will no longer be able to be taken into account. You will need to then proceed with a new order in order to benefit from Our Gandi SSL services.

Gandi has a period of seven (7) work days to study the documents that We have been sent, and to notify You either of the validation or the rejection of Your Gandi SSL Certificate request, or to solicit additional proofs of ID or additional information from You.

In the event of validation, Your Gandi SSL Certificate will be generated and published within two (2) calendar days at the latest following the validation notification.

In any case, You acknowledge and accept that it is Your responsibility, during the entire duration of the Gandi SSL Contract, to assure that the information sent, and if the case may be, that figures on the documents sent, are permanently up-to-date, and to notify Us of any change by sending Us the necessary supporting documents.

We bring to Your attention that correcting Your Gandi SSL Certificate with this new information may require generating a new Gandi SSL Certificate (notably the private key). The various steps of the process are detailed on Our website.

### **6.1.b. Validation of all Gandi's SSL Certificates**

The validation of SSL Certificates is automatic via the Domain Control Validation (DCV) method. This method consists of validating Your rights to a domain name protected by the certificate.

We offer three (3) different ways to validate your rights to a domain name:

- **Validation by DNS record:** You must be able to make a CNAME record in the DNS zone file of the domain name concerned by the validation,
- **Validation by email:** You must be able to create an email address like [admin@yourdomain.com](mailto:admin@yourdomain.com) on the domain name that is concerned by the validation,
- **Validation by file:** You must be able to have access to the server of the website that the domain name being validated will point to.

The technical characteristics and limitations of each of these methods is available to you on Our Web Site, and notably at this page: <https://wiki.gandi.net/en/ssl/dcv>.

## **6.2. Conditions specific to Our various offers**

We offer several plans, each one of which has various options. You can see the specifications and technical limitations of each plan on Our website, and notably on the following page: <https://www.gandi.net/ssl>.

There are two ways to create an SSL Certificate with Gandi:

- **manual mode:** The validation of the Standard SSL Certificate is subject to the validation of Your rights on the domain name protected by the certificate via the Domain Control Validation (DCV) method as indicated in section 6.1.b. of the present Contract and potential submission of proofs of ID.

- **automatic mode:** generate an SSL Certificate with a simple click. It may only be used with Gandi's Hosting services (Gandi PaaS Hosting and Gandi IaaS Hosting). This certificate can be automatically renewed. However, You will not be able to retrieve Your private key.

You can switch from one mode to another at any time.

**Please note that if You decide to switch from automatic mode to manual mode, the certificate generated in automatic mode will be revoked within 48 hours after You will have issued the new certificate in manual mode.**

### **6.2.1. Gandi Standard SSL Certificate**

#### **6.2.1.a. Intended use of Gandi's Standard SSL Certificate**

Gandi Standard SSL Certificates enables secure access to a web page by encrypting the connexion between a server and a client, but does not allow the holder identity authentication.. They must not be used for e-commerce, financial or any other important online transaction.

Gandi Standard SSL Certificates are not covered by any special warranty and are free of charge in automatic mode.

#### **6.2.1.b. Validation of a Gandi Standard SSL Certificate**

The information pieces required for the validation of Gandi Standard SSL Certificates are those associated to Your Gandi handle, hence they must be kept permanently complete, exact, reliable, and updated whenever needed. If this is not the case, the Certificate is susceptible to being revoked without notice or possibility of refund. Gandi will not be held responsible in case You are to pay damages and interests for use of invalid or fake data.

### **6.2.2. Gandi Pro SSL Certificate**

#### **6.2.2.a. Intended uses of a Gandi Pro SSL Certificate**

Gandi's Pro SSL Certificate is a Certificate that allows one to authenticate the identity of its holder. It may be used for high-value transactions, such as e-commerce transactions.

Whatever the amount of the aforementioned transactions, the warranty associated with Gandi's Pro SSL Certificate is limited to the amount of the warranty subscribed to. The means and maximum amount may be viewed at any time on Our website.

In the framework of a Gandi's Pro SSL Certificate, the owner of the domain name must be a legal person.

#### **6.2.2.b. Validation of a Gandi SSL Pro Certificate**

The prior validation made by Gandi's services implies the sending of **proofs of ID**, such as specified on Our website and on Our order Interface. Thus, for each Gandi Pro SSL Certificate request, You must send Us at least the following information:

- **if You are a legally-registered entity (company, etc.):** a certificate of incorporation or equivalent, that states the name of the company, and that has been issued within the last 3 months
- **if You are an association:** legal documentation that proves the registration status of Your association.

Gandi may request additional supporting documentation, such as a notary act certifying the signature, and/or with an apostille certificate.

These documents must be sent to Gandi according to the means indicated on Our website, while being sure to indicate the corresponding order reference numbers.

Your Gandi Pro SSL Certificate may not be validated by Our services if the documents sent to Us do not contain any reference number, or if the reference number is erroneous, and/or if the information associated with the owner Handle of the domain name to which You decide to associate Your Certificate do not correspond to those of the documents that were sent

Following the analysis of the documents that were submitted, We will notify You of the validation or rejection of Your certification request. In the case of validation, You may activate Your Gandi Pro SSL Certificate via Our Interface.

### **6.2.3. Gandhi's Business SSL Certificate**

#### **6.2.3.a. Intended uses of the Gandhi Business SSL Certificate**

Gandhi's Business SSL Certificate is a Certificate that allows an extended degree of authentication, communicated to Your customers. It may be used for transactions of any value, notably e-commerce transactions.

Whatever the amount of the aforementioned transactions, the warranty associated with this Business SSL Certificate is limited to the amount of the warranty subscribed to. The means and maximum amount are detailed and visible on Our website and may be viewed at all times.

In the framework of a Gandhi's Business SSL Certificate, the owner of the domain name must be a legal person.

#### **6.2.3.b. Validation of a Gandhi SSL Business Certificate**

The prior validation made by Gandhi's services implies the sending of **proofs of ID** such as specified on Our website and on Our order Interface. Thus, for each Gandhi Business SSL Certificate request, You must send at least the following information to Our partner, Comodo:

- **if You are a legally-registered entity (company, etc.):** a certificate of incorporation or equivalent, that states the name of the company, and that has been issued within the last 3 months
- **if You are an association:** legal documentation that proves the registration status of Your association.
- **whatever Your legal status:** You must also provide a valid telephone number for the "Certificate Holder" and keep it updated on a regular basis, to be able to be contacted by Our partner Comodo, and to fill out and send the duly-completed and signed documents that are available from the following links (also available via Our website):
  - Certificate Request Form:  
[https://support.comodo.com/index.php?\\_m=downloads&\\_a=viewdownload&downloaditemid=59&nav=0,18](https://support.comodo.com/index.php?_m=downloads&_a=viewdownload&downloaditemid=59&nav=0,18)
  - SSL Certificate Subscriber Agreement:  
[https://support.comodo.com/index.php?\\_m=downloads&\\_a=viewdownload&downloaditemid=69&nav=0,18](https://support.comodo.com/index.php?_m=downloads&_a=viewdownload&downloaditemid=69&nav=0,18)

We confide all of the verifications specific to Gandhi Business SSL Certificates to Our partner, Comodo, whose size and global presence allow it to perform these checks for Us throughout the entire world. Therefore, all of the documents listed above, as well as all other complimentary documents required, must be sent directly to the email address « [evdocs@comodo.com](mailto:evdocs@comodo.com) » or by fax to the following number: **+1.866-446-7704**

Additional steps and verifications might need to be taken. Because of this, You acknowledge and agree that You may need to send additional documents (such as a notary act certificate and/or apostille certificate) and be contacted by email, postal mail, or telephone, by Gandhi or Comodo, notably to allow for the verification of Your contact information or Your ability to act on behalf of the requester of the Certificate.

Your request for a Gandhi Business SSL Certificate may not be validated by Our services if the documents sent to Us do not contain any reference number, or if the reference number is erroneous, and/or if the information associated with the owner Handle of the domain name to which You decide to associate Your Certificate do not correspond to those of the documents that were sent.

Your request for a Gandhi Business SSL Certificate may not be validated by Our services if the documents sent to Us do not contain any reference number, or if the reference number is erroneous, and/or if the information associated with the owner Handle of the domain name to which You decide to associate Your Certificate do not correspond to those of the documents that were sent.

**Gandhi can in no way be held liable in the event of a refusal of validation of a Certificate request, insofar as it is Gandhi's responsibility, and at its own discretion, to validate or not the aforementioned requests, and to solicit any useful documents to this effect.**

It will nonetheless be possible to initiate a new request. Technical details on Gandhi's certification policy are provided to You in the Gandhi AC CPS, for information purposes.

### **Section 7. Publication**

Once validated, the Certificate is published in the public list of issued Certificates. You are notified of this publication.

This list, which can be seen at any time, in particular via Our website, contains a list of valid Certificates, and Certificates that have been revoked and which must no longer be used. You must check this list, which is updated on a regular basis.

### **Section 8. Your Access Codes and the management of Your Gandhi SSL Certificates**

Your secure Interface allows you to manage Your Gandhi Account and Your Gandhi SSL Certificates, via Your Access Codes in an autonomous way, and notably activate or create a new SSL Certificate, see the details of all or some of Your Gandhi SSL Certificates, revoke, or renew a Certificate.

You have a table that presents all of the Gandhi SSL Certificates ordered or being processed, as well as the status and expiration dates of Your Certificates.



## **Section 9. Duration - Expiration - Renewal – Revocation**

### **9.1. Duration - Early cancellation**

The SSL Certificates are issued for an initial duration that varies depending on our Gandi SSL offers from one (1) to two (2) years, as indicated with each of our offers on Our Web Site.

The duration of the Gandi SSL Certificate begins starting from the date of publication of the Certificate as You were notified by Gandi, whether or not You installed the Certificate on Your server, until the expiration of the period subscribed to.

In addition, whatever the duration and type of Gandi SSL Certificate, if You are not totally satisfied with the service or plan You have subscribed to, and **under the condition that You have not installed the Certificate on Your server, You may terminate the Contract early and request the refund of Your Gandi SSL Certificate from Gandi**, during the sixty (60) day period following the publication of Your Certificate, by contacting Our customer service team from Our website. You may request the refund of the amount paid to Our service that corresponds to the Certificate in question.

In any case, and even after the expiration of this delay of sixty (60) days, You may terminate the Contract at any time, at Your convenience, after connecting to Gandi's website, and by revoking Your Gandi SSL Certificate from Our secure Interface. On the other hand, this early termination shall not include any refund of payment made (except in the event of a legitimate motive, as specified in current Luxembourg law, for the customer qualified as Consumer).

### **9.2. Expiration - Renewal**

The Gandi SSL Certificate is issued for a specific duration. It expires at the end of the period for which it has been subscribed to, which varies depending on the plan chosen, and in the event that it was not renewed within the specified deadlines.

You may nonetheless renew Your Certificate via Our website:

- under the condition that We have validated the full corresponding payment, and
- if necessary, the providing of all the required proofs of ID and
- in any case, within the 60-day period preceding the Certificate's expiration date.

The renewal procedures for Gandi SSL Certificates are explained on Our website.

You can enable automatic renewal for Gandi Standard SSL Certificates, which have been generated in automatic mode.

We recommend that You take into account the eventual delays that are inherent in the processing of Your payment, and thus choose the means of payment that would allow Us to process Your payment within the necessary time frame (notably, the time needed to send and process payments by check, which must also mention the references of the Contract, in order to allow its processing).

**On the other hand, a Certificate that has been revoked cannot be renewed. You would need to request the creation of a new Certificate.**

### **9.3. Revocation**

Only the Contact authorized to act on the Gandi SSL Certificate, the "Certificate Holder" may request the revocation of it at any time, including before the expiration of the aforementioned certificate.

The revocation procedure is described in the Gandi CA CPS (<https://www.gandi.net/ssl/documentation>), and Our website indicates the procedure to follow for revocation.

In the event of an outgoing transfer of a domain name to which is associated a Gandi SSL Certificate, the Gandi SSL Certificate will remain valid until its expiration date, but may not be renewed. It can only be revoked by the former "Certificate Holder" contact.

In the event of a revocation, You must cease all use of the revoked Certificate. This revocation will be published in the list of revoked Certificates, publicly available and updated on a regular basis at (<https://crl.gandi.net>).

Finally, You acknowledge and accept that Gandi will proceed with the immediate revocation and without notice of a Gandi SSL Certificate in the following cases:

- in the event of the loss, theft, modification, unauthorized communication, or any other corruption of the private key associated with the Gandi SSL Certificate, or the password associated with the Gandi Account,
- in the event of the modification of information relative to the holder of the Certificate, which may be viewed in the Certificate, or if this information is false or obsolete, and notably in the event of an owner contact change of the domain name of which We must be notified;
- if the Gandi SSL Certificate is not used in accordance with the present Contract and to the technical specifications and limitations of the service (breach of Contract to which it is not corrected within the mandatory deadlines and/or serious breach, as indicated, in Our Contracts hereafter),
- if maintaining the Certificate would call into question the confidence that people give to Gandi,
- in the event of a serious breach of Your obligations.

This revocation cannot be the grounds for any indemnity or refund, and does not exclude Your possible conviction due to prejudices caused, and the application of sanctions specified in applicable Luxembourg law.

### **9.3.1. Revocation with notice**

Any breach of Your obligations of Our Contracts, which have not been corrected within fifteen (15) calendar days following Our warning notification, requesting that You correct the situation, will be grounds for the revocation of the Certificate in question and/or the suspension or deletion of the associated Gandi account, without any judicial formality and without granting You the possibility of payment for damages or a refund, no matter the contractual period underway when this cancellation occurred.

### **9.3.2. Revocation without notice**

You acknowledge and accept that, within the framework of the Gandi SSL service, the following are considered serious breaches of Your contractual obligations:

- any serious breach of Contract, as defined in Our Contracts, and notably any use of the Gandi SSL service, directly or indirectly, in violation of the obligations that are incumbent upon You in application of Gandi's General Service Conditions, the Terms and Conditions of Domain Name Registration at Gandi, and the special conditions that are applicable to the extension of Your domain name and that are defined therein as serious breaches,
- any violation or breach of Your specific obligation concerning the appropriate and legal use of the Gandi SSL Certificate in application of Section 3.3 of the present Contract,
- any violation or breach of Your specific obligation concerning the proper use of the Gandi SSL Certificate and the "Gandi Trust" logo, in application of Section 3.4 of the present Contract,
- not notifying Us of any changes in the information that is displayed in Your Gandi SSL Certificate, in violation of Your specific obligations in application of Section 3.2 of the present Contract,
- an attack on the rights, interests, or image of Gandi, directly or indirectly, by the use of the "Gandi Trust" logo, a Gandi SSL Certificate, and more generally of Our Services.

In conformity with Our Contracts, and under the same penalties, We remind You that:

- any serious breach of Your obligations is grounds for the revocation of the Certificate in question and/or the suspension or deletion of the associated Gandi Contract, without any formality or notice,
- Gandi cannot, therefore, be held responsible for the consequences, directly or indirectly, due to the revocation of the associated Gandi account,
- no indemnity or refund can be claimed from Gandi due to this fact, and You may be held accountable in application of current Luxembourg law and Our Contracts.

**In any case, note that the revocation of Your Gandi SSL Certificate is definitive and irreversible. No restoration of the service can be made. If You would like to benefit once again from Our services, You will need to perform another Certificate request.**

## **Section 10. Assistance**

In addition to customer support via Our website and by email (see Gandi's General Service Conditions with regards to this), Gandi makes the following available to You:

- detailed documentation accessible on Our website,
- the declaration of certification practices (Gandi CA CPS), updated on a regular basis to take into account technical advances,
- the conditions and warranty limits granted to third-party users.

In any case, note that Our customer support service only covers problems that are strictly technical in nature, and that are connected to the use of Our Gandi SSL services and not other types of problems (such as how to generate a PGP key or a CSR) which require that You consult other forms of assistance.

## **Section 11. Exclusions and limitations of Gandi's liability**

In addition to the exclusions and limitations of liability set forth in Our Contracts, within the framework of the Gandi SSL Certificate service, We cannot be held responsible for:

- the consequences of any use made of Our services, by inappropriate means, and/or the non-respect of the technical conditions and limitations of Gandi's SSL services,
- negligence, the theft or communication to a third party of the Access Codes associated to Your Gandi Account and/or the private key corresponding to Your Certificate, which You must keep confidential, it being stated that any use of Your Access Codes or Your private key will be reputed to have been made by You or with Your consent,
- of any consequences tied to the use of a Gandi SSL Certificate that has been revoked,
- a refusal to validate a request for a Gandi SSL Certificate, insomuch as any issuing of a Gandi SSL Certificate engages the reputation and image of Gandi, who checks the requests and signs Gandi SSL Certificates at its sole discretion.

You acknowledge to have been informed of and to accept that the use of Our services is not destined to guarantee the security of Your website(s) or server on which the Certificate has been installed. Consequently, Gandi cannot be held responsible in the event of an attack or fraudulent intrusion on Your servers and/or website(s), and that it is Your obligation and Your own responsibility, to assure the security of Your equipment, hardware, software, and connections.

In addition, You acknowledge that We may be led to proceed with maintenance operations, which may momentarily cause Our services to be unavailable, though this will not affect Your Certificates in the process of being validated, and as such Gandi cannot be held responsible for this.

By express agreement between the parties, Gandi cannot be held liable for any material or immaterial prejudice whether it be direct or indirect, that is the result of Your usage of its services, of negligence or misuse, or the inadequacy of its service to Your needs, or the termination of the Contract due to a breach of Contract, nor any other prejudice, directly or indirectly, of a commercial order or tied to a loss of operation.

**In the event that Gandi's responsibility can be proven, You cannot be rewarded an indemnification greater than the amounts already paid to Gandi for the services that may have been unavailable for the period in question.**

### **Section 12. Intellectual property rights**

In addition to Your obligation to abide by the conditions of Our Contracts, You agree, within the framework of the present Gandi SSL service, to not claim any ownership of the machines, materials, infrastructures, or Certificates made available to You by Gandi in the providing of its services.

You acknowledge and accept that the "Gandi Trust" logo can only be downloaded and used within the framework of the use of Our Gandi SSL services. Consequently, its utilization, in any form whatsoever is expressly forbidden once the present Contract has terminated, for any reason whatsoever. You acknowledge and accept that You are expressly forbidden to transmit, transfer, sell, reproduce, modify, or adapt the "Gandi Trust" logo, other than in the framework of this present Contract.

### **Section 13. Personal information**

Personal information that You provided during the subscription and/or use of Our services, or which are destined to be published in whole or in part, with Your agreement depending on the type of Gandi SSL Certificate subscribed to, as mentioned above and on Our web Interface at the time of their gathering, are collected and processed by Gandi in a fair and legal way, in compliance with the modified law of the 2nd of August 2002 relative to the protection of persons with regard to the processing of personal data.

The collection and processing of the aforementioned personal contact information is necessary to the provision of Our services, and is intended to meet legal obligations (see Gandi's General Service Conditions for more information).

You have the right to access, rectify, and object to the data. You are free to exercise this right via Our Interface, by logging into Our Interface with Your Access Codes, or by contacting Our departments at the addresses indicated on Our website.

However, since Gandi's SSL Certificates necessarily require the gathering and processing of personal contact information, the exercising of Your right to oppose the publication of the date can only be done by the revocation of Your Certificate.

### **Section 14. Reselling Our services**

You are authorized to resell Our Gandi SSL services under the condition that You abide by all of Our Contracts and the Gandi CA CPS (<https://www.gandi.net/ssl/documentation>) as well as all applicable texts, notably in Luxembourg, and that You assure that Your customers also abide by current applicable local law and the rights of third parties. You must provide Your customers, at all times, with an updated version of Gandi CA's CPS. Specifically, You acknowledge and accept that it is Your personal responsibility to proceed with obtaining the necessary declarations and authorizations, as the case may be.

**If this is not done, You will be considered as responsible, both with regards to Gandi as well as third parties of these missing authorizations, and its consequences.**

By reselling Our services, You agree to offer Your clients the same level of service quality as provided by Gandi.

In this respect, You agree to pass on to Your own clients at least the obligations stated in this Contract and, more particularly, You agree to ensure that Your clients respect all the obligations stated in this Contract and the applicable laws of Luxembourg.

In addition, You agree to respect, with regards to Your clients and/or third parties, all the obligations and responsibilities resulting from the present Contract, in addition to those that result from the application of local laws, notably of Luxembourg, or from the Gandi CPS.

You acknowledge that Gandi is in control of the validation of requests and the issuing of Gandi SSL Certificates even in the event that You resell the service.

You agree to act in a way which ensures that Gandi is never bothered due to Your activities and/or Your use of Our services, whether professional or not, including as a reseller.

You explicitly agree to defend and hold harmless Gandi to any prejudice or any sentence that should result, either directly or indirectly, from Your activities and Your use of Our services, or the use of third parties through Your intermediary. This obligation shall survive the termination of the Contract.

You explicitly agree to defend and hold harmless Gandi to any prejudice or any sentence that should result, either directly or indirectly, from Your activities and Your use of Our services, or the use of third parties through Your intermediary. This obligation shall survive the termination of the Contract.

Specifically, You agree to insure Your activity in order to cover all damage that it may incur, and to be able to effectively guarantee Your commitments with regards to Gandi.

#### **Section 15. Transferability of the Gandi SSL Certificate / Contract**

You acknowledge and accept that Gandi reserves the right to transfer the rights and obligations of this Contract to any other company, notably if it should cease to provide services as a Certification Authority.

**However, Your Gandi SSL Certificate cannot be transferred or restored by any other service provider other than Gandi for technical reasons inherent to SSL technology that are shared throughout the world.**

Unless there are legal reasons (merger, acquisition, etc.), or an exceptional and express agreement between Gandi and the beneficiary, depending on a case-by-case validation, You cannot transfer the ownership of a Gandi SSL Certificate to a third party.

#### **Section 16. Modification of the Contract**

In accordance with Gandi's General Service Conditions and the terms therein, the present Gandi SSL Contract is susceptible of being modified in order to take into account changes in jurisprudence, technology, or rules established by Comodo. You acknowledge and accept that We reserve at all time the right to update, modify or stop temporarily or permanently, Our Gandi SSL services partially or in its totality.

In such an event You will be duly notified by email or alerted via Our website as soon as possible. In case of extreme urgency/security breach or high stability risk, We reserve the right to act immediately and with no prior notification.

You acknowledge and agree that Gandi can't be hold responsible for the direct or indirect consequences of such permanent or temporary modifications or cession of part or the totality of Our Gandi SSL services.

#### **Section 17. General provisions**

Our tolerance, if any, of a breach of Contract on Your part, can not be considered as a waiver of Our right to invoke such breach.

In the event of any clause of the Contract being declared void or non-enforceable by a competent court, it shall be declared unwritten, and other stipulations shall remain in force to their full extent.

This Contract shall only have effects between the contracting parties, and may not be invoked by third parties.

#### **Section 18. Applicable law - Jurisdiction**

This Contract is governed by Luxembourg law with regards the rules of both form and substance. The text of the French version of this Contract shall govern in the event of a dispute of interpretation of the present Contract.

The parties should endeavor to settle any dispute concerning the validity, interpretation or execution of this Contract on an amicable basis.

You agree that You have been informed and expressly accept that if no amicable solution is found, in accordance with current law, and unless there exists a clause to the contrary, any dispute concerning the validity, interpretation or execution of this Contract shall be brought before the competent courts in whose jurisdiction is established Gandi for the provision of the service in question, and therefore, in this Contract the location of the headquarters of Gandi International.

In addition, You acknowledge and accept that You may be summoned, notably within the framework of demonstrating Your guarantee, before another jurisdiction in which the legal procedure may have been launched by a third party or on their behalf.

*- End of the Gandi SSL Contract -*