

## GANDI WEBSITE TERMS OF USE

Version 2020.1

These General Terms of Use (hereinafter referred to as the "ToU") govern all relations between the Gandi websites (hereinafter together mentioned as the "Website") published by GANDI SAS, Société par Actions Simplifiée with a capital of 2,300,000 €, having its registered office at 63-65 boulevard Massena in Paris (75013) FRANCE, registered under the number 423 093 459 RCS PARIS, n° intra-community VAT FR81423093459 and the user of the Website («You» or the «User»).

The use of the Website implies the full and complete acceptance by the User of these ToU.

Gandi reserves the right to modify these ToU at any time.

By accessing Gandi's Website to either view information or use our services, you agree to abide by current applicable laws and the following additional terms of use:

### **1. Object and description**

The ToU define the conditions of use of the Website. The Gandi.net Website is a portal site that allows Users to:

- better understand Gandi's business, the products and services provided by the company Gandi International S.à.r.l., a Limited Liability Company registered under Luxembourg law with a capital of €12.500 having its headquarters at 23A Route d'Arlon, L-8009 Strassen, Luxembourg, registered in the Luxembourg Trade and Companies Register under the number B173775 (hereinafter referred to as "Gandi International") ;
- buy products and services online;
- Contact Gandi teams for any questions regarding the services offered.

The services and products are subject to the general terms and conditions of service and the contractual provisions applicable to these services, accessible at the following link: <http://contract.gandi.net/>.

### **2. Conditions of access to the services offered by the Website**

Access to certain sections of the Website may require the creation of an account by the User. In any case, the creation of a User Account is a prerequisite for any purchase and use of our services.

The data necessary for the creation of Your User Account are detailed during their collection. You are free to choose the identifier of your choice, from 3 to 24 characters, as long as it is not already taken, and only uses letters, numbers and the underscore (\_). You can choose any identifier You define online or elsewhere, provided that it is not contrary to public order or morality.

Your User Account will be associated with the e-mail address you will provide during the process of creating Your Account. An e-mail address can only be associated with one User Account.

You warrant that the data reported to Gandi is true, complete and up-to-date and that the e-mail address associated with Your User Account is consulted regularly.

The User is prohibited from creating an Account under the identity of a third party. It is exclusively responsible for the confidentiality of its login and password allowing it to use its User Account. Any use of its User Account made through its personal login and password is presumed to have been made by the User or a third party authorized by the User, until its account is disabled.

By using this Website and services, You act on your behalf or as a third party representative, on behalf of and for themselves and guarantee that You are at least 18 years of age, and are otherwise recognized as being able to form legally binding agreements under applicable law.

Gandi may offer on the Website services sponsored by partners (software publishers, Registries, etc.) that may influence the classification or referencing of said services.

### **3. Intellectual property rights**

All contents on our Website, including but not limited to graphics, texts and logos are protected by intellectual property laws. Any reproduction, in part or in whole, of any content of our Website is strictly prohibited.

The logo, the "Gandi" and "no bullshit" registered trademarks, and the "gandi.net" domain name, all constitute registered trademarks belonging to Gandi, whose use must comply with the terms of use specified on the Website.

You shall not redistribute or reproduce data available on our Website or otherwise communicated as part of the use of our services, provided such action is restricted to your own personal use and in accordance with the General Terms of Use and the contractual obligations of the services concerned.

### **4. Use of the Whois database**

Our Whois database is made available to You as a mean for querying and verifying technical information and personal information, provided the prior consent of the relevant person has been expressly recorded (opt-in) associated to a registered domain name. This database is also protected by intellectual property rights. No rights other than having the permission to browse the database is granted to You.

Upon using our Whois database, You agree to use its data in a manner and means that are in accordance with current applicable laws and legislation, in order to register a domain name or view the registration status of an existing domain name.

In particular, You agree to not extract, collect or use the data in any way or means that will result in, process, allow, facilitate, or participate in the transmission via email, telephone or fax of mass or multiple commercial and/or other unsolicited advertisement that does not abide by applicable laws.

Any mass and/or automated queries sent to our Whois database, as well as any failed or successful attempt to bypass technical security measures in place, and any use, extraction, transfer, storage, reproduction or redistribution of our database or all or part of the data it contains, for any intent other than viewing this information, the registration or update of a domain name, is strictly forbidden and may be grounds for criminal or civil prosecution.

Gandi may temporarily restrict or suspend Your access to the Whois database in order to guarantee the operational stability of the service or to remedy a breach in the aforementioned terms of use.

In addition, You agree that:

- Gandi's role is to provide access to this database, for which the purpose is to retrieve information on registered domain names,
- Gandi does not have the means to run prior verifications as to the content of the Whois database, which is shared throughout the world and gathers information from various parties.
- The information in the Whois is declarative and provided by third parties. Gandi cannot guarantee its accuracy.
- Nonetheless if Gandi is not the Registrar of the domain name in question, we cannot edit nor update the data associated with the registration of the domain name. In this case, You should contact the Registrar of the aforementioned domain name. The Registrar's name is presented in Whois portal.

## **5. Personal information**

### **5.1. Data gathered during the use of Gandi's Website**

While browsing, viewing or using the present Website, the personal data that You communicate to us are collected by the company GANDI SAS, which is a Controller as defined by the rules and regulations concerning the protection of personal data.

Personal data is used for the purposes of the proper functioning of the services, for the management of the relationship with the Website Users and to allow us to better interact with You, as detailed in the [Privacy Policy](#).

### **5.2. Data collected during your subscription and use of services provided by Gandi International**

5.2.1. In the performance of its services, Gandi International collects and records in an in house database the personal data that You communicate to Us, with the exception of information related to the payment of our services which is processed via secure websites belonging to our banking partners.

Gandi International only collects and records personal data in order to provide its services. The data is specified at the time of its gathering and is processed in accordance with the contractual terms and conditions relating to the various services for which they are gathered and processed. These contractual conditions also inform you of the existence and terms of exercising your right to access, edit and oppose to the processing of your personal data.

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

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

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

### **5.3. Your rights**

In accordance with the modified Luxembourg law of 2 August 2002 on the protection of individuals with regard to the processing of personal data You have the right to access, modify and delete personal data pertaining to you, and the right to do so at any time depending your case:

- via our interface
- by contacting Gandi International via the following form: <https://help.gandi.net/en/contact/my-rights>

-- end of the Gandi website terms of use --