

## RESELLER CONTRACT FOR THE REGISTRATION AND MANAGEMENT OF DOMAIN NAMES

Version 2020.1

### PREAMBLE

The present contract (the "Agreement") is concluded between Gandi International, a Luxembourg limited liability corporation whose registered office is located 7, rue des Mérovingiens, L - 8070 Bertrange, Luxembourg, with a share capital of 12,500€ (hereinafter referred to as "Gandi" or "We", "Our" or "Us"), and any legal entity or individual creating a User Account, acting on its own name or duly empowered to act in the name and on behalf of an Organization as hereinafter defined (hereafter referred to as "Customer", "You", or "Your").

The Reseller participates in the distribution channel for domain name registrations and provides to its customers, natural or legal persons, some or all of the services of a registrar, including the collection of registration data on the registrants registered names and their presentation to the registrar, or the contribution to the registration of the registration agreement between the registrar and the holder of the registered domain name.

To benefit from Our Reseller Services, as defined herein, You must:

- be a legal person and be able to justify it on first request;
- first, create an Organization and activate the reseller status on it.

The activation of Your Reseller Organization is free of charge online through Our Website and allows You to securely access the Reseller Service privileges and features. It is stated here that the conversion to Reseller Organization is irreversible.

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

### **Article 1- Contractual framework**

#### **1.1. Normative Framework of Naming**

Gandi International acts as a reseller of the French company Gandi SAS, an accredited registrar.

It is recalled that the rules applicable to the registration and management of any domain name are defined by the Supervisory Authorities, the Registries and / or the Registration Offices.

As part of the accreditation process allowing the registration of a domain name in a given extension, Gandi SAS, in its capacity as Registrar, has concluded with these Supervisory Authorities and Registries membership agreements whose provisions, updates, rules and obligations arising from them 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 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 customers. Thus, the Gandi Services necessarily fall within the technical, legal, regulatory and contractual limitations imposed by the Normative Framework of Naming to which You cannot derogate. We recommend that You carefully consider the Normative Framework of Naming before committing Yourself to Your own clients.

The rules issued by the Supervisory Authorities and the Registries are available on their respective websites and from the "legal notices" page of Our Website.

You expressly acknowledge that You are aware, understand and accept by signing hereof that:

- the provisions of the Normative Framework of Naming will be available at any time on our Website at the "<https://contract.gandi.net/>" page;
- the respect of the Normative Framework of Naming conditions the granting and the conservation of any right on the registration of a domain name of the Internet in the world-shared DNS system;
- any change, update of the Normative Framework of Naming during the duration of the Agreement is legally binding on GANDI and You;
- Any dispute over the choice and / or use of a domain name will be subject to the dispute resolution procedure enacted by the Registry in charge of the extension of the domain name concerned.

**1.2.** In addition to the Normative Framework of Naming, the rights and obligations of the Parties relating to the subject matter hereof shall be governed by the provisions of this Reseller Agreement and the provisions of the General Terms and Conditions of Service.

The provisions of this Reseller Agreement supplement those of the General Terms and Conditions of Service. Terms used in this Reseller Agreement beginning with a capital letter have the meaning ascribed to them in the General Terms and Conditions of Service, unless specifically defined in this Reseller Agreement.

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

You acknowledge that any application for registration, subscription and use of Our registration and domain name management services implies the acceptance and the respect, without restriction or reserve, of the Normative Framework of Naming, the General Terms and Conditions of Service, this Reseller Agreement, the special terms and conditions of optional additional Services that may be subscribed, the rates and the technical conditions and limitations of Our Services detailed on Our Website (hereinafter together referred to as "Our Contracts").

### **Article 2 - Purpose**

This Reseller Agreement defines the terms and conditions under which Gandi provides You with the Services and gives You access to Our tools with a autonomy, reserving the right to exclusivity of the relationship with Your customers.

This Reseller Agreement also defines Your rights and obligations with respect to the Authorities and persons concerned. You acknowledge and agree that the opening and the maintenance of Your Reseller Organization is conditioned by the respect of Our Contracts, and of all the obligations described in article 4.

### **Article 3 - Description of Reseller Services**

Upon conversion of Your Organization into Reseller Organization and subject to strict compliance with Our Contracts, You benefit from the following tools and privileges, which constitute Our "Reseller Service(s)".

#### **3.1. Domain Name Registration and Administration Services**

Gandi allows You in a non-exclusive, revocable and non-transferable way to offer Your customers the services of registration and administration of domain names, in all or part of the extensions offered by Gandi.

It is hereby specified that, unless otherwise provided for in Article 6 of this Reseller Agreement, You are Our sole point of contact and You have sole management of Your customers. As such, You shall ensure that each of Your customers and potential beneficiaries of any user license comply with the provisions of Our Contracts applicable to each related domain name.

Any customer on whose behalf You register a domain name and that You register as the holder of said domain name is declared as the owner as soon as the domain name is registered with the relevant Registry.

In any case, Gandi is a technical intermediary between You, Your potential clients, the Supervisory Authorities and the Registries. Our Services allow You to formulate requests relating to a domain name on behalf of Your customers, and to transmit these requests to the relevant authorities.

#### **3.2. Optional ancillary services**

In addition to the registration of a domain name, You may offer to Your customers optional services linked to the domain names, available on Our website, such as:

You may at any time, during the validity period of the domain name concerned, propose to Your customers the subscription to or the termination of these Services, most of the time without any additional cost, except otherwise set forth in Our Contracts.

You agree to have your customers comply with the technical specifications and conditions of use applicable to each of these Services which must be accepted by your customers prior to the subscription of said Service.

Any use of Our optional Services, disrupting the operation, causing complaints from third parties, violating the laws and regulations in force, or infringing upon the conditions and technical limitations specific to each service would constitute a serious breach of the obligations of the holder of the domain name that may result in the immediate suspension of Our Services and the early termination of the Domain Name Registration Agreement without notice. In such case the customer will not be entitled to any refund or compensation and the liability of Gandi shall not be engaged in this regard.

#### **3.3. Terms of Use for Reseller Services**

During the term of the Agreement, You manage Your Reseller Organization via Your dedicated management and administration interface, allowing You to use Our Reseller Services in an autonomous and secure manner.

As part of the Reseller Services, You have access to specific tools allowing You to manage Your domain names or those of Your customers while personalizing Your relationship with Your customers. In particular, you have the possibility of using an application programming interface (API) for order management by activating via Your User Account an API key under the conditions and in accordance with the terms and conditions provided for in the General Terms and Conditions of Service.

You create an Organization for each of Your customers. However, they will not be able to identify themselves via Our Website as long as their Organization is linked to Your Reseller Organization.

#### **3.4. Priority assistance**

As a Reseller, You have priority access to Our customer service and a dedicated telephone line for any questions related to the Reseller Services.

### **Article 4 - Your obligations**

In addition to Your obligations detailed in the General Terms and Conditions of Service You are responsible for ensuring, at all times, compliance with the specific obligations described below.

#### **4.1. vis-à-vis Gandi**

You undertake, under Your full and entire responsibility, to:

- provide complete, accurate, and reliable identifying information and update them regularly for Yourself, for Your Reseller Organization, and for Your Customers and Domain Contacts, to enable Gandi to maintain a public Whois database at all times reliable, complete and up-to-date, in accordance with the rules imposed by the Supervisory Authorities and Registries.  
You will correct and update the personal data associated with any domain names registered through Your Reseller Organization, throughout the validity period of the domain names. In accordance with the Normative Framework of Naming, breaching this obligation may result in the termination of this Agreement and the destruction of the domain names concerned, and may lead to Your liability in accordance with Our Contracts;
- provide as soon as possible, at Gandi's request, any declaration of conformity with Your obligations as a Reseller;
- prepay the ordered Services, according to the specific terms and rates applying to You when placing order via Our interface. Your obligation to pay being irrevocable, taking into account the naming system, except otherwise provided in this Agreement.

#### **4.2. vis-à-vis Your customers**

You undertake, under Your full and entire responsibility, to:

- register each of Your customers as the owner of the registered domain name(s) on their behalf through Our Services;
- act on behalf of Your customers, with their prior consent. As such, You represent and warrant that You have received all authority and authorization to enter into Our Contracts in the name and on behalf of them. You undertake to provide, upon first request, written proof of such authority or authorization to enter into Our Contracts in the name and on behalf of your customers for the relevant Service(s).

- ensure that Your customers comply with the texts in force, the Normative Framework for Naming and the rights and obligations incumbent on them with regard to the registration of any domain name via Our Services;
- have Your customers accept the terms of Our Contracts and, more specifically, all of the obligations incumbent upon them as the owner or Domain Contact of a domain name registered with Gandi, or as the beneficiary of one of Our services, as detailed in Annex I of this Agreement, by inserting them into Your own contracts;
- respect and ensure respect for the rights enjoyed by Your customers in their capacity as owners of domain names, pursuant to Our Contracts, in all circumstances, whether in connection with the renewal or configuration of the domain name(s), even in the event of non-payment by your customers;
- identify Gandi as an accredited Registrar or provide the means to identify Gandi as such in Your contracts.
- inform Your customers of the publication of their personal data and comply with the regulations relating to the protection of personal data, as specified in Appendix 1, and guarantee Gandi in this regard. In the event that You post a Whois service online, You undertake to protect Your customers' data in accordance with the personal data protection rules laid down by the Regulatory Authorities, the Registries and the applicable law;
- take over all the obligations and responsibilities arising from Our Contracts with Your customers and/or third parties and make You liable to Gandi;
- make Your business responsible for the payment of the services performed on behalf of Your customers and You undertake not to solicit Our intervention to put pressure on Your customer via the domain name(s), expressly recognizing that We will not be able to intervene in the dispute opposing You and Your customer;
- provide all the care required by professional diligence in order to offer Your customers the best possible level of service quality and provide them, within a reasonable time, with all the support necessary to use the Services.

### **4.3. respect the Normative Framework of Naming**

4.3.1. In accordance with the Normative Framework of Naming, You agree to:

- not display or use in any way the logo of the Supervisory Authorities and Registries, without the prior express written consent of the latter that You must be able to justify on first request;
- not to permit the use of Our Services to engage in or participate in any unlawful, fraudulent, prejudicial activities or to violate Our Contracts or the rules issued by the Supervisory Authorities and Registries and in case of failure to do so, to intervene promptly to stop such activities.

4.3.2. ICANN Extension Specific Mentions

In accordance with our Accreditation Agreement and ICANN Rules, You agree to:

- include in Your contracts all the provisions required by the ICANN Accreditation Agreement available at the following address: <https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en>, or by any ICANN policy especially available at: <http://www.icann.org/en/resources/registrars/consensus-policies> ;
- publish on the website on which You offer Your services the rates of renewal, late renewal (if different) and applicable restoration if applicable as well as the terms of sending expiry notifications to Your customers, and to insert a link to these pages in Your contracts with Your customers;
- insert on the site on which You offer Your services a link to:
  - the information page for domain name owners: <https://www.icann.org/en/resources/registrars/registrant-rights/educational>
  - the page that identifies the rights and responsibilities of the owners of domain names: <https://www.icann.org/en/resources/registrars/registrant-rights/benefits>;
- If You are proposing a Protected Whois or Proxy Service for ICANN Extensions, follow the ICANN Specification on Privacy and Proxy Registration Specification and Protection Services Specification available at: <https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en#privacy-proxy>, and to insert in Your contracts and on the website on which You offer these services all provisions required by this specification.

Under the generic extensions granted by ICANN and in accordance with ICANN's rules, Registries and Registrars are required to establish a period of "Trademark Claim Notice" following the Sunrise Period and running for at least the first 90 days of a general registration. During this period, if You attempt to register in the name and on behalf of one of Your customers a domain name matching a trademark that is recorded in the Trademark Clearinghouse ("TMCH") You will receive in real-time an alert "trademark Claim notice" displaying the relevant mark information. You will then, knowingly, confirm or cancel in the name and on behalf of Your client, Your application for registration, being specified that in the absence of confirmation, Your request will not be sent to the Registry.

For requests made in pre-registration, Gandi will send You by email the alert "Trademark Claim Notice" from the day before the general opening and Your registration request will be placed in "error" status until confirmation or cancellation of Your request via Your interface. Noting that, in accordance with ICANN's rules, if You do not confirm the alert, Gandi will not send Your application for registration to the Registry at the general opening. In no event Gandi may be held responsible for not registering the domain name and specifically if the domain name is registered by a third party who would have validated the "Trademark Claim Notice" at the time of the general opening. In any case, You undertake to forward these alerts to Your clients so that they can be aware of and read them.

### **Article 5 – Guarantee**

You warrant Gandi against all consequences resulting from (a) Your activities and/or Your use of Our services and Your Reseller Organization, (b) any fraudulent use of the Services or non-compliance with the laws and regulations in force by Your clients and/or any third parties acting through You, (c) the use of the Services in violation of the rights of third parties, (d) the inadequacy of the Services selected for Your needs or the needs of third parties, (e) any dispute relating to any modification made or requested on the registration of one or more domain name(s) or their DNS through your Reseller Organization, and (f) the loss or unauthorized or fraudulent use of the authentication means of the users of the Services. You undertake to intervene in the context of all requests, claims and/or actions of third parties involving the conditions of Service, including the administrative and judicial authorities, and to compensate Gandi for all related damages (including conviction, reasonable defenses costs, etc.)

You agree to facilitate the rapid resolution of any problem that may arise in connection with the use of Our services.

In any case, You agree to indemnify, defend, guarantee and release from liability Gandi, the Supervisory Authorities and Registries and their officers, administrators, agents against all complaints, claims and actions of third parties in connection with the registration or use of the domain names that You manage. You will bear all damages, costs, expenses that would result from these actions, including the reasonable fees of the counsels and lawyers.

The provisions of Article 5 shall survive the termination of this Agreement, for any reason whatsoever, and arise expressly from the contracts concluded between the Supervisory Authorities, the Registries and Gandi.

#### **Article 6 - Exceptions to the exclusivity of the relationship with Your clients**

Gandi undertakes not to solicit or contact directly and spontaneously the customers of its Resellers, You remain the only interlocutor of Your clients. However, in application of Our obligations as Registrar, We may contact Your clients in the following cases, without Gandi's liability being incurred in this regard:

- To meet a legal, regulatory or contractual obligation, in particular imposed by a Supervisory Authority or a Registry (for example when authorizations are required to transfer a domain name between Registrars, or during the verification of data linked to a domain name), pursuant to a court order or any other competent authority, it being specified that Gandi undertakes, as far as possible, to give You a prior 24-hour period in which You may directly contact Your client;

- In accordance with ICANN's rules, Gandi shall:
  - send to domain name holders whose extension is managed by ICANN, notifications informing them of the coming expiration of their domain name (s) (1 month before expiration, 1 week before expiration and 1 day after expiration). These notifications are sent to the email address of the Contact owner indicated in Our database;

- check the reachability of any Contact Owner of a domain name. Gandi will send on the email address associated with the Contact owner an email containing a link to validate in order to justify the validity of its email address.

The email sent by Gandi must be validated within 15 days, failing which the domain name (s) of the Contact Owner registered in an ICANN-managed extension will be suspended until validation of its email address. This verification is done once per email address, either when registering a domain name, an incoming transfer at Gandi or a change of ownership and when changing the email address associated with the Contact owner, if the email address has not been previously verified according to this procedure. Gandi shall also re-check the Contact Owner's email address if We are in possession of information that its email address is no longer valid. Verification of the e-mail address associated with Your Reseller Organization is also required and is performed following the same procedure as detailed above.

- To answer a question that Your client would have asked or addressed to Us spontaneously and to which You would not have answered, being specified that for any question relating to the management of a registered domain name via Your services, Gandi will redirect the client to You;

- To compensate for Your contractual breaches, such as the lack of response to Your client within 48 hours following the request, or the improper opposition to the exercise of Your customer's rights concerning its domain name(s). As such, You agree that, if You object to the legitimate rights of Your customer concerning the management of its domain name(s), We are entitled to propose to the client to dissociate the domain name(s) from Your Reseller Organization, thereby enabling it to autonomously manage the concerned domain name(s) and to fully exercise its owner rights ;

- For any Services subscription request sent directly by a customer, without solicitation by Gandi, its agents or partners.

#### **Article 7 - Resale Conditions of Our Services to Your clients**

By exception, You are authorized to resell Your Reseller services, provided that:

- You do not resell them as is, but include them in a bulk of services You offer by adding Your own added value;
- You inform Your customers that You use Gandi Services and You don't act as an accredited Registrar;
- You ensure that Your customers accept Our Contracts including the Normative Framework of Naming and the specific obligations of this Agreement. However, the contract(s) between You and these third parties are not binding on Gandi, the Trustee Authorities, and the Registries, for which You remain solely responsible.

#### **Article 8 - Tariffs - Terms of payment**

The rates, payment and invoicing terms and conditions are governed by the provisions detailed in the General Terms and Conditions for the Provision of Services.

Unless otherwise expressly validated by Our customer service department, You acknowledge that You are informed and accept that We will not be able to reimburse You for the services that We have already provided and that You will have prepaid on behalf of Your customers, even if the latter have not paid You.

However, We undertake to reimburse You for any operation that could not be completed, provided that this operation can still be cancelled and reimbursed by the Registry.

#### **Article 9 - Intellectual property rights**

By exception to Our Contracts, and exclusively within the use of the Reseller Service, You are allowed to use Our trademark "Gandi" and logo, for the sole and only purpose to communicate on Our Services.

This authorization may be revoked at any time at Gandi's sole discretion and cannot be construed in any way as an assignment of any kind, or an accreditation. You may not claim to have the status of an accredited Registrar under this Reseller Agreement or attempt to believe that You have any privileged rights, license, or any accreditation or label.

In addition, You are granted the right to use any tools specific to the Reseller Services or required for the use of Our services within the strict use of Our services during the term of this Agreement. Such license to use does not imply in any case the transfer of ownership from Gandi or its partners to Your benefit over these tools.

In accordance with Our Contracts, You are prohibited from reproducing or modifying the softwares, applications, utilities and interfaces provided by Gandi, as well as all graphic elements (for example graphic design and logos), which are protected by the intellectual property code and whose rights cannot be assigned to You, with the exception of clearly defined elements under GPL license (free software license).

You undertake to strictly comply with the terms of the user license related to the softwares You use in the context of the Reseller Services.

You will be able, provided the respect of the present article, to propose Your own interface to Your clients.

The rights hereby granted to You shall cease immediately upon the termination of this Agreement.

## **Article 10 - Duration of the Agreement**

This Agreement takes effect from the date of conversion to Reseller Organization via Our Web Interface, for an indefinite period.

## **Article 11 - Termination of the Agreement**

### **11.1. Your right to early termination**

You may terminate this Agreement at any time, upon request, subject to acceptance by Gandi (emails validly exchanged between Our Customer Service and the e-mail address associated with Your Reseller Organization), or by registered letter with acknowledgment of receipt sent to Our registered office and subject to a one (1) month prior notice.

### **11.2. Termination of the Agreement by Gandi**

#### **11.2.1 in case of a contractual breach**

Any breach of Your obligations arising from Our Contracts that is not terminated within fifteen (15) calendar days of Our notice to terminate it, shall be grounds for the suspension or even termination of this Contract, Your Reseller Organization and any services associated with this Organization, without further formality and without You being entitled to any compensation or reimbursement, regardless of the current period of the Contract during which such termination occurs. The termination of the Contract will then be managed in accordance with Article 11.3 below.

You acknowledge and agree that, in connection with the Reseller Service, are considered as serious breaches of Your contractual obligations:

- any serious breach, as defined in Our Contracts;
- knowingly declaring fanciful, incomplete, inaccurate or obsolete contact information for Your Reseller Organization;
- not to act promptly if Your customers, through You, violate the commitments resulting from Our Contracts, the rules imposed by the Regulatory Authorities and Registries, and the texts in force;
- the fact of generating, through negligence, lack of management or poor management of many complaints from Your customers;
- any breach of Your obligations as a Reseller under the rules and standards set forth by the Regulatory Authorities and Registries.

In accordance with Our Contracts, We remind You that:

- any serious breach of Your obligations is likely to lead to the termination of this Agreement, the suspension or even the deletion of the Reseller Service and/or Your Reseller Organization, without formality and without notice;
- Gandi may not be held liable for any direct or indirect consequences related to the suspension, deactivation or deletion of the Reseller Service and/or Your Reseller Organization, nor for any harmful consequences that may be suffered by all or part of Your customers;
- You may not claim any compensation or reimbursement from Gandi as a result of this, notwithstanding Your possible order for compensation pursuant to the laws in force and Our Contracts.

In addition, You agree not to obstruct any action that We may have to ask You or to take directly on one or more domain names that You manage, in order to put an end to a serious breach, and more particularly if the activity associated with said domain name is harmful.

#### **11.2.2. In case of inactivity of Your Reseller Organization**

In the event of inactivity for more than 3 months of Your Reseller Organization and if Your Reseller Organization is no longer linked to any domain name, We may ask You for Your intentions regarding the continuation of the Contract.

In the absence of a response to this request within the required time limit, We reserve the right to close Your Reseller Organization, subject to a one (1) month notice, and We will refund You any remaining credit on Your Gandi Prepaid Account, provided You are still reachable in order to provide Us with Your postal and/or bank details that are up to date and allow Us to make this refund.

### **11.3. Consequence of the termination of the Reseller Agreement**

In the event of termination of this Agreement for default, Gandi will take over the management of the customers associated with Your Reseller Organization and will leave Your customers free to choose another service provider if they so wish, in accordance with the terms and conditions for transferring domain names between Registrars.

In the event of termination of activity on Your part, You agree to seek a buyer for any domain names associated with Your Reseller Organization, and to inform Your customers. In the event that no buyer is offered, Gandi may take over the management of customers, at their request.

In the event that You choose to entrust Gandi with the management of Your customers, You hereby authorize Gandi to contact the owners and/or contacts of the domain names directly.

In any case, it is Your responsibility to obtain the express and written agreement of Your customers prior to the transfer of the management of their domain names in the event of termination or closure of Your Reseller Organization.

## **Article 12 - Interventions by Gandi, Supervisory Authorities and Registries**

Supervisory Authorities and Registries may have to intervene on the registration of the domain name of Your clients in the bases for which they are responsible, in application of the rules they enact and whose compliance determines the validity of the registration of the domain name with these entities.

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

You further agree that We may proceed to any suspension, modification, transfer, change of ownership or destruction of the domain name, and / or suspension or termination of the optional optional services, in the following cases:

- to correct an error made by the Registry or by Our Services or any other Registrar;
- if the receipt of the payment is rejected or canceled (eg check or credit card opposition). We will then either destroy or freeze the domain name that has become unpaid until the payment is finalized or the domain name expired;
- If We are aware of a dispute relating to Your domain name and/or the use made of it, directly or indirectly. We shall block Your domain name, until the dispute resolution or court decision;
  - pursuant to a court order, 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 legally binding document judged between the parties and opposable to Gandi, relating to Your domain name, in accordance with the rules applicable to the extension and the laws and regulations in force ;
  - to meet a legal or regulatory obligation or an order of a competent authority.

You agree to inform Your clients and not to interfere with this intervention, in any way and for any purpose whatsoever.

You acknowledge that neither Gandi nor the Supervisory Authorities, Registries can be held liable, whatever the intervention. In the event this intervention results from a breach of Your contractual obligations, you may be ordered to pay damages, without prejudice to any other sums and indemnities resulting from the violation of applicable laws and regulations.

## **Article 13 - Exclusions and limitations of liability of Gandi**

In addition to the exclusions and limitations of liability detailed in Our General terms and Conditions of Services, Gandi cannot be held liable for the consequences of the cancellation, suspension, transfer or refusal of a domain name, resulting the application of the rules enacted by the Supervisory Authorities and the Registries or the execution of a judicial, arbitral or administrative commission decision.

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

- impossibility or refusal by a Registry of the granting of a domain name for which You have made a request;
- failure to register or modify the domain name for reasons unrelated to Gandi and despite Our due diligence;
- difficulties caused by a breach of Your contractual obligations, in particular in the event of violation of the specifications or technical limitations of Our Services, loss or communication of Your passwords, provision of inaccurate or outdated personal information, or lack of production required documents;
  - registering 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 players of the Internet network, telecommunication operators, Registries despite Our diligences.

## **Article 14 - Personal data**

### **14.1. Declared Data**

In your capacity as a Reseller, You declare that You have informed Your customers of the collection, automated processing and publication Whois, if any, of their data and of the purpose of processing their personal data, the recipients of the data (in particular the Regulatory Authorities and Registries), the mandatory or optional data to be declared and their rights of access, rectification and opposition, as detailed below. You warrant that you have obtained the express prior consent of the persons concerned for this purpose.

Gandi undertakes to use the data relating to Your customers only within the framework of what is strictly necessary for the exercise of Gandi SAS's Registrar activity. We undertake to take all reasonable precautions to safeguard the security of Your personal data and Your Customers' personal data and to protect them against loss, inappropriate use and unauthorized access, disclosure, alteration or destruction.

### **14.2. finality**

The personal data collected within the framework of Our Services, as listed on Our interface when You fill in them online, allow and are necessary for the registration and management of domain names and are subject to automated processing in Our databases.

The data collected by Gandi are transmitted to our technical service providers and the Registries and are also subject to automated processing in the Registry databases in accordance with the personal data processing policy established by the Registry in charge of the domain name extension concerned.

In addition, provided the prior consent of the relevant person has been expressly recorded (opt-in), this information is made public and may be accessed by any person, including third parties, by simply consulting the Whois Directory, which is accessible not only on Our Website (<https://www.gandi.net/whois>), but also on the website of Registrars, Registries and any entity making available this public tool accessible worldwide on the Internet.

They will be the proof of the good execution of the Agreement and are kept for this purpose in accordance with the texts in force and with the accreditation contracts concluded with the Supervisory Authorities and Registries. This information may be communicated to meet a legal or regulatory obligation such as to satisfy a request from the judicial authority, a Supervisory Authority or a Registry.

### **14.3. Access, modification, opposition, updating identification data**

You agree to allow Your customers to exercise their rights of access, opposition and rectification, in accordance with the laws in force, via Your User Account or by contacting Us at the contact details mentioned on Our Website and to inform them that the right of opposition will result in the destruction of the domain names associated with the Customer Contact, as soon as the naming system involves the collection, processing and disclosure in the Whois databases of the customer's personal data as well as that of the Customer's Domain Contacts.

### **14.4 Data retention**

The retention period for data collected during the registration or renewal of a domain name is determined in accordance with the rules of the Regulatory Authorities and the rules of the Registries and will be specified in the specific conditions applicable to the extension of the domain name concerned.

This Agreement may be supplemented by an Appendix "Protection of Personal Data Processed by Gandi as a Subcontractor", provided by Gandi, which shall constitute an inseparable part of this Agreement.

### **Article 15. Changes, Reseller Service Stopping**

In accordance with Our General Terms and Conditions of Service, You acknowledge and agree that Gandi reserves the right to change, modify or stop providing, at any time, temporarily or permanently, all or part of the optional ancillary Services.

You will be informed by an email notification or a warning on Our Website as soon as possible, except in case of emergency jeopardizing the stability and/or the security of Our systems and/or Our Services, preventing from sending such notice in due time.

**You acknowledge that Gandi cannot be held liable for the direct or indirect consequences of the modification or termination, temporary or permanent, of the supply of all or part of the optional ancillary Services.**

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

The preamble forms an integral part of this Agreement.

As a Reseller, You enjoy the utmost independence in the organization of Your business and Your legal structure, to determine Your working methods and the choice of Your employees or correspondents, so as to allow You to offer Your clients the same level of quality of service as that proposed by Gandi, and to ensure compliance with the texts in force in France, the Normative Framework of Naming, and Our Contracts.

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 the obligations of the Contract 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 Contract are held to be invalid or declared invalid by a court decision that has become final, the other provisions shall retain their force and scope.

This Agreement is available in French and in English. Both language versions are considered to be equally authentic. In the event of any discrepancy between the two aforementioned versions, the French version shall prevail in determining the spirit, intent, and meaning of this Agreement.

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

**17.1.** The Agreement is governed by and construed in accordance with Luxembourg law.

**17.2.** Before any contentious action is taken, the Parties shall seek, in good faith, to settle amicably their disputes relating to the validity, interpretation, performance or non-performance, interruption, termination or termination of the Contract. The Parties shall make all necessary findings to enable them to find a solution to the conflict between them.

**17.3.** If no amicable resolution is reached, and unless otherwise provided, any dispute concerning the validity, interpretation or execution of one of Our Contracts shall be brought before Luxembourg's competent courts having jurisdiction where Gandi is headquartered.

## **Annex 1**

### **Provisions applicable to the registration of domain names**

#### **Article 1 - Definitions**

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

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

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

**Extension:** refers to the suffixes located to the right of the Domain Name after the dot.

**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.

#### **Article 2 - Description of the service**

The Reseller participates in the distribution channel for domain name registrations and provides to its clients, natural or legal persons (herein after the "End Customers") the services of a registrar, including the collection of registration data on the registrants registered names and their presentation to the Registrars, or the contribution to the registration of the registration agreement between the Registrar and the holder of the registered domain name, in accordance with the mandatory rules by these entities and accreditation agreements binding the registrars to these entities.

#### **Article 3 - Reseller's commitment**

Subject to strict compliance with the conditions and technical limitations specific to each Extensions, the Reseller agrees to:

- allow its End Customers to make their requests regarding the registration and management of their domain name, subject to its availability, so as to allow their automated transmissions to the relevant Registry via the services of a Registrar;
- allow its End Customers to check the availability of a domain name before registering and to be aware of the specific rules and conditions applicable to the extension they wish to select, before engaging them by registering their domain name;
- to transmit the registration data to the relevant Registries via the services of a Registrar within the required timeframes so that they are taken into account in the globally shared database of Internet domain names;
- provide a Whois service that allows anyone to access, free of charge, the most recent registration data (ie, at least daily updated) for any active, registered domain name and managed by Gandi;
- to quickly update its database used to provide public access to the Whois database upon receipt of domain name data updates, to make available and to update the directory at least every 5 hours Whois domain names;
- to inform its End Customers about the rules and conditions applicable to the extensions proposed by the Registrar as part of its naming services.

#### **Article 4 - Specific Obligations of the End Customer under Our Naming Services**

The End Customer agrees to choose and ensure the use of Gandi's Services in a lawful manner, and to identify itself to Gandi, and to respect and enforce the specifications and technical limitations of Gandi's Services.

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

The identification of the End Customer is essential to the provision of the domain name registration service, since the service is intended in particular to identify the Domain Contacts of any domain name on the Internet, by integrating their identity and coordinates in the "Whois" Directory of domain names.

In addition to the obligation to identify oneself, the End Customer undertakes to provide the information required by the Normative Framework of Naming, which may vary according to the extensions of the domain names.

The necessary or optional information is indicated, at the time of collection, on the Gandi Website, in order to take into account the specific rules for the selected extension. They are mainly the following:

- for the owner of the domain name: (1) if the End Customer is a natural person, its name and first name; if the End Customer is a legal entity, its corporate name, its identification number (ie: SIREN or INSEE) and the name of the natural person authorized to represent it; (2) complete mailing address; (3) email address; (4) telephone number; (5) where applicable, fax number and / or cell phone number;
- for each Domain Contact: (1) if the Contact is a natural person, its name and surname; if the Contact is a corporation, its legal name and the name of its representative; (2) complete mailing address; (3) e-mail address; (4) telephone number; (5) where applicable, fax number and / or cell phone number;
- for the domain name, the technical information: (1) primary and secondary DNS IP addresses (name servers); (2) corresponding DNS names. DNS information is provided by Gandi if the End Customer has selected some of Gandi's optional technical services.

In connection with the provision of the domain name registration service, the End Customer acknowledges and agrees that the Reseller is required to collect such data for disclosure to the Registrar who will communicate it to the Supervisory Authorities and Registries and make it publicly available on the "Whois" directory of domain names.

This information, associated with the Domain Contacts that the End Customer has filled in for its domain name, is declared under its sole responsibility.



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

4.2.1. The End Customer undertakes, both for itself and for its Domain Contacts, including in case of use license, to provide complete, accurate and reliable information, to update regularly, spontaneously or on request, all data associated with the registration of its domain name, so that they are complete and reliable and can be used to provide useful information and to provide any proof upon first request (in particular to justify its identity and/or contact information, the identity and/or contact information of its Contacts Domain, the respect of any rule specific to the extension of its domain name).

As the declared Contact Owner, the End Customer remains responsible for the provision and updating of its Contact Owner's data as well as that of its Domain Contacts, including in the case of a license granted to a third party.

As indicated below, the breach of this obligation will be likely to motivate the suspension or even the destruction of the Account of the End Customer and/or associated Services, and in accordance with the mandatory rules governing the Internet naming system, the suspension or even the cancellation of the registration of its domain name.

4.2.2. In addition, pursuant to ICANN's rules, for domain names with ICANN-managed extension, the End Customer agrees, both for itself and for its Domain Contacts, to update his contact data spontaneously within 7 days of any change in its information or in its Domain Contacts's information.

Failure to update its personal data within 7 days of any change or failure to respond to a request for verification of its personal data within 15 days may result in the suspension or destruction of its domain names.

In addition, pursuant to the Registrar's rules and accreditation agreement with ICANN, the Registrar is obligated to verify the reachability of the End Customer and the person who has paid for the domain name. Thus, the Registrar will send to the email address associated with the End Customer's Account indicated as the Contact Owner as well as to the email address of the person who made the payment as indicated in its Account, an email containing a link to validate to justify the validity of these email addresses. The email sent by the Registrar must be validated within 15 days, otherwise the domain name(s) registered in an ICANN-managed extension will be suspended until validation of its email address and that of the person who made the payment. This verification is done once per email address, either when registering a domain name, an incoming transfer to the Registrar or a change of ownership and when changing the email address of the End Customer or the person who made the payment, if the email address has not been previously verified according to this procedure.

The Registrar also has the obligation to carry out a re-verification of the email address of the End Customer or of the person who made the payment, if the Registrar is in possession of information indicating that these email addresses would no longer be valid.

## **Article 5 - Duration**

The End Customer chooses the duration for which it wishes to register or renew its domain name (from one to ten years indivisible) according to the constraints applicable to each type of request and to each Extension.

Any domain name thus has an expiration date which is mentioned in the Whois (<https://www.gandi.net/whois>) (hereinafter referred to as the "Expiration").

The domain name and any optional accessory services of the domain name valid at the Reseller will terminate automatically and automatically on that Expiration date, unless specifically stated otherwise in the Special Terms and Conditions related to some Extensions.

This domain name, which has reverted to the public domain, will then be available again for registration under the "first come, first served" rule.

In order not to lose its rights on the domain name (and if necessary to avoid a break in service with regard to the optional services subscribed), the End Customer may, if it wishes, request renewal before Expiration, for the duration that it chooses, according to the conditions and within the time required by the Normative Framework of Naming which will then be in force.

## **Article 6 - Termination of the Agreement**

The End Customer may early terminate the Agreement, by assigning its domain name to a third party or by requesting the transfer of its domain name to another Registrar under the terms and conditions specified in Article 8.

## **Article 7 - Terms of use**

### **7.1. Domain Contacts of the End Customer**

If the End Customer delegates the management of its domain name and/or all or part of the Domain Contacts functions, and if the End Customer grants a license to use its domain name to a third party, the End Customer shall guarantee the respect of the Normative Framework of Naming by its agents and by all beneficiaries of license of use which must moreover be informed and have accepted that:

- the identity and contact details of the Domain Contacts, which are the responsibility of the End Customer to maintain at all times, are accurate, reliable and up-to-date;
- the sole quality of Domain Contact or payer of a domain name does not grant ownership of said domain name. Only the Contact Owner, mentioned as such in Gandi's database can claim ownership of the domain name;
- if the Registrar is obliged to do so, it reserves the right to act against the declared Domain Contacts or the person who made the payment on behalf of the End Customer.

If the End Customer has delegated the management of its domain name to one or more other persons, they may act as agents on its behalf and under its responsibility both on its domain name and on any optional service incidental to its domain name, according to the rights that the End Customer has granted them.

## **7.2. Choice and use of the domain name**

- the End Customer undertakes to choose its domain name in accordance with all applicable laws and regulations or administrative provisions, and the rights of third parties (in particular intellectual property rights, personality rights, right to the image and privacy rights);
- the End Customer declares that, to the best of its knowledge, neither the registration of its domain name nor the manner in which it is directly or indirectly used violates the rights of third parties or the applicable laws and regulations;
- the End Customer declares and warrants to have, throughout the Contract, all rights, authorizations, licenses, or any other element necessary for the choice of its domain name and the use of associated services, so to be able to justify, if necessary, upon first request ;
- the End Customer agrees not to engage, directly or indirectly, in unlawful, fraudulent, deviant, abusive, or harmful activities and/or practices of any kind, including in connection with optional ancillary services it may subscribe.

In addition, in accordance with ICANN's rules, for domain names with ICANN-managed extension, the End Customer is liable for any use of its domain name, including any license granted to a third party, except to disclose the identity and contact information of that third party to the complainant within 7 days.

## **Article 8 - Description of main services**

### **Article 8.1. Domain Name Registration**

#### **8.1.1. Domain Name creation**

Subject to unavailable, prohibited or reserved domain names, as listed by the Supervisory Authorities and the Registries, whose registration will not be possible, the Registrar shall not exercise any prior control over the choice of the domain name of the End Customer. The End Customer makes its choice under its full and entire liability and shall ensure by its own means the lawfulness of a domain name and/or its rights to register and/or use it prior to its registration request. The acceptance of a domain name registration does not presume in any way its lawfulness and/or the End Customer's rights to register and/or to use it.

Once the registration is done, the End Customer will not be able to change the name of the domain. In case of error, the End Customer may proceed to a new registration of the domain name corresponding exactly to its wish, and also if it wishes, request the early destruction of the domain name that it would have registered by mistake, without being entitled to any compensation or reimbursement in this respect.

The globally applied rule for the registration of domain names is "first come, first served" unless otherwise provided by the Registry (ie priority phase for trademark owners or auctioning). Requests are therefore processed in chronological order. The request from the End Customer is automatically transmitted by the Registrar to the relevant Registry according to the chosen extension.

It is here specified that a domain name, available at the time of the End Customer's request, may no longer be available at the time of receipt of payment (in particular in the case of payment by check) or, where applicable, upon receipt of the required supporting documents. In this case, the Registrar refunds this unsuccessful order, unless otherwise imposed by the Supervisory Authorities and the Registries. The Registrar cannot be held liable thereby, except to demonstrate the fault of its intervention.

#### **8.1.2. Domain name changes and management**

As the owner of a domain name (designated as such in the Whois public databases), the End Customer can directly and independently access, modify, update and/or correct most of the data related to its domain name without intervention of the Registrar.

The changes are automatically transferred to the Registrar's databases, transmitted to the relevant Registry by the Registrar and thus made public in the Whois directory, without manual reprocessing on its part and under the full and complete responsibility of the End Customer.

However, when the changes require a specific intervention by the Registrar and/or the production of supporting documents, the End Customer shall provide the required documents, according to the terms communicated by the Registrar.

### **8.2 Domain Name transfer to a Registrar (Inbound or Outbound Transfer)**

The effectiveness of a transfer is subject to a formalism composed of several stages, requiring the intervention of several actors and may be restricted according to the extensions concerned such as:

- the refusal of the current Registrar to transfer the domain name to the new Registrar for legitimate reasons (for example, in case of unpaid, fraud, litigation, or other specific reasons);
- the opening of judicial or extrajudicial proceedings;
- for certain extensions, the respect of a minimum period of sixty (60) days following the initial registration of the domain name or following the last transfer.

Therefore, the Registrar's responsibility cannot be engaged if the transfer fails for a reason that is not attributable to it (for example refusal or absence of authorization of one of the actors: Registry, Registrar, domain owner, Domain Contacts ; the domain status technically preventing the transfer : expiration date exceeded, domain name locked against transfers, etc.).

It is here specified that the special conditions applicable to each extension may require a change of the validity period of the domain name during an inbound transfer, which the End Customer must be aware of prior to any transfer.

### **8.3. Renewal and restoration of a domain name**

The Registrar agrees to notify the Contact Owner and/or Administrative Contacts at least thirty (30) calendar days prior to the Expiration of the domain name, by email only.

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

In case of failure to pay the renewal within the time limit before the Expiration, the domain name will be destroyed at the Expiration date.

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

- the destruction may be preceded by a period of "freezing" of the domain name during which it is still possible to renew;
- If the domain name is destroyed, it is possible for the End Customer to benefit from an additional period (quarantine period) in order to restore it;
- At the end of these periods, the domain name, reverted to the public domain, will be available again for registration, under the rule of "first come, first served".

#### **8.4 Change of email address**

The change of the email address of the Domain Contacts of a domain name is carried out according to the rules enacted by the Registry in charge of the extension concerned and, within the particular conditions and technical limitations of the Registrar.

For ICANN-managed extensions, the rules for changing the email address of the Contact Owner of a Domain Name are available at: <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en> (II, Inter-Transfer (Change of Registrant)).

In accordance with this ICANN policy, any change of email address of the Contact Owner of a domain name in an ICANN-managed extension requires validation and involves the establishment of specific protection against transfers for a period of sixty (60) days following the change.

The End Customer expressly agrees that Gandi will act on Your behalf as a "Designated Agent" as provided in the above-mentioned ICANN Policy and as such, Gandi:

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

#### **8.5 Change of ownership**

Unless otherwise agreed by the Supervisory Authorities and Registries, the End Customer may assign its domain name to a third party by following the procedure on the Gandi web interface and paying the corresponding fees.

The change of ownership may require the manual intervention of the Registrar and the production of supporting documents.

The change of ownership does not necessarily include the renewal of the domain name, which must then be the subject of a specific request and regulation.

As part of this procedure, the purchaser will be asked expressly to substitute for the End Customer and to agree to be bound, in its place, by the special conditions applicable to the extension of the domain name concerned. and, if applicable, the Contracts applicable to the ancillary optional services of the domain name.

The change of ownership of the domain name does not terminate, by right, the ancillary optional services attached to it.

It will be up to the End Customer to either terminate them before giving up the domain name, or to ensure that it deletes all possible Content itself as part of any ancillary optional services, to which it would not wish to grant access to the new domain name owner, which will, as a result of the assignment, take over all its rights and obligations.

In any event, the End Customer remains bound by its obligations as domain name holder as long as its contact details appear in the Whois.

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

The End Customer expressly agrees that Gandi will not activate specific protection against transfers of its domain name(s) to another Registrar during the sixty (60) day period following the change of ownership.