

Go Sitebuilder Contract (by BaseKit) Website creation and hosting solution

Version 2020.1.1

This contract (the "Agreement") is concluded between Gandi, a simplified joint stock company with a capital of 630.000 € having its registered office at 63-65 boulevard Masséna in Paris (75013) France, registered under number 423093459 in the Paris Trade and Companies Register, VAT number FR81423093459 (hereinafter referred to as "Gandi" or "We", "Our", "Us", "Our") and any legal or natural person, acting in its own name or on behalf of an Organization that subscribes to one of the offers of the Go Sitebuilder Service, as defined below.

Article 1. Definitions

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

Anomaly: Refers to a malfunction or unavailability of the Service Go Sitebuilder.

Data: Refers to the data, websites and content developed, deployed, executed and managed by the Client under its sole responsibility and hosted on the Instance.

Platform/Instance: Refers to all the hardware, operating system, execution environment, database types and network connections defined and implemented by Gandi, allowing it to provide hosting for the Sitebuilder Go Service.

Go Sitebuilder software: Refers to the different tools and functionality edited and offered by BaseKit, accessible on Our Website.

Service: Refers to the Platform and the Go Sitebuilder Software.

Article 2. Contractual framework

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

The subscription and use of the Service implies acceptance of and compliance, without restriction or reservation, with the General Terms and Conditions of Service, this Agreement and the technical conditions and limitations detailed on Our Website (hereinafter referred to together as "Our Contracts").

The provisions of this Agreement shall supplement the General Terms and Conditions of Service, the provisions of which shall, in the absence of any provision to the contrary in this Agreement, be fully and completely applicable.

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

Article 3. Object

Under a partnership between BaseKit Platform Limited (BaseKit) and Gandi, We provide You with the Go Sitebuilder Software to enable You, in complete autonomy, to create, edit, put online and then modify one or more websites (hereinafter referred to as "Go Sitebuilder Websites").

The development, operation, availability and accessibility of the Go Sitebuilder Software are provided by Basekit.

This Agreement determines the conditions under which Gandi provides You with the Service to manage the Go Sitebuilder Websites hosted on Our Platform.

Article 4. Presentation of the Service Go Sitebuilder

4.1. The Service is the accessory of the domain name with which You choose to associate Your Go Sitebuilder Websites.

4.2. The terms of the Service as well as its price and proposed payment terms are described on Our Website. You can thus read the technical specifications in force before subscribing to the Service.

You are free to subscribe to the offer of Your choice according to Your needs and to use the subscribed Service, within the limits of the technical constraints of the Go Sitebuilder Software and the technical specifications of the Platform to which Your Go Sitebuilder Websites is attached.

The Service consists of a free "Test" offer of 30 calendar days and several paid offers.

The free offer does not allow You to choose the subdomain that will be associated with Your Go Sitebuilder Websites, this possibility being available only when you subscribe to a paid offer.

In the event that You have subscribed to the Test offer, You may at any time during this 30-day period subscribe to one of the paid offers while keeping the Go Sitebuilder Websites created as part of the Test offer. Such subscription is made through a new order on Your User Account.

4.3. It is specified that Gandi, within the framework of the Service, only acts as a technical intermediary, solely for the purpose of ensuring the proper functioning of the uploading and hosting of Your Go Sitebuilder Websites on Our Platform.

The assistance in the management and editing of Your Go Sitebuilder Websites is directly provided by BaseKit under its sole and entire responsibility. You can contact Basekit for any questions regarding the Go Sitebuilder Software via the form available on their Website: <https://support.basekit.com/hc/en-us/requests/new>

Article 5. Gandhi's obligations

In addition to the contractual obligations detailed in the General Terms and Conditions of Service, and subject to strict compliance with Your obligations and the technical conditions and limitations specific to the Platform and the Go Sitebuilder Software, Gandhi undertakes to:

5.1. Maintain the Platform and, as such, intervene in the event of a problem affecting the security and/or stability of the Platform, in the event of a manifest deterioration or attempted deterioration of the Platform.

We will do everything possible to reduce the unavailability of the Platform as much as possible and, as far as possible, to inform You in advance within a reasonable time and specify the date, nature and duration of this intervention, so that You can take all necessary measures. However, You acknowledge that We will not be able to notify You in the event that the interruption of the Service is external to Us (in particular related to the Internet network), or is expressly requested by a competent authority or pursuant to the laws in force.

In any event, Gandhi reserves the right, in the event of absolute necessity, to interrupt all or part of the Service in order to carry out a technical intervention, in particular in the event of an Anomaly, to improve its operation, or to carry out any maintenance operation.

You can contact Us for any questions regarding the accessibility or operation of the Platform using the online form: <https://help.gandi.net/en/contact>

5.2 Exclusion of service levels

In the event that the unavailability of the Service results in particular from maintenance scheduled by Gandhi, security updates, the occurrence of a case of force majeure, or any problem affecting Your Authority related to the Hosted Data, these interruptions are not taken into account in the extent of the Service's availability. The resulting periods of unavailability will not give rise to any refund.

Article 6. Your specific obligations

In addition to Your obligations under the General Terms and Conditions of Service, You are responsible for ensuring, at all times, that You comply with the specific obligations described below when using Our Service.

6.1. Specific identification obligation

6.1.1. As a content host

You must ensure that you comply with the provisions of the applicable law, in particular the mandatory identification information relating to the host.

Unless otherwise provided by law, You must ensure that any third party may, at any time, contact You in Your capacity as host for the purpose of easily and directly reporting to You any grievance or any illegal or harmful content that may be made available by the use of any of Our Services.

You agree to make available to third parties the contact details (surnames, first names, company name, contact address) of the persons responsible for publishing the content hosted on Your Instance.

6.1.2. As a content publisher

If you publish an online public communication service on a professional basis, You agree to make available to third parties the contact details (names, first names, company name, contact address) of the persons responsible for publishing the Content hosted on Your Instance.

If you publish an online public communication service on a non-professional basis, You may choose to remain anonymous, by making available to Gandhi only your name, your name or company name and your address. This information is covered by professional secrecy.

In all cases, You must make Gandhi's contact information accessible to third parties in its capacity as host.

If Your Instance is hosted in France:
Gandi SAS
63, 65 Boulevard Massena
75013 Paris
France
Tel : [+33170377661](tel:+33170377661)

If Your Instance is hosted in Luxembourg:
Gandi International
7 rue des Mérovingiens
L - 8070 Bertrange
Luxembourg
Tel : +35220301303

6.2. Obligation to intervene on the Contents

You undertake to upload and process via the Services only lawful Data and content. In particular, You agree not to upload to the Platform any Data and Content that is contrary to laws, regulations or the rights of third parties.

You agree to act promptly upon receipt of any notice, claim or complaint from a third party with respect to any Content on Your Platform, in accordance with applicable law, to remove or make access to the disputed content impossible or to take any action necessary to satisfy the notice.

In cases where Gandhi may intervene in Your place, Gandhi will not intervene on a particular Content but will suspend or delete the Instance associated with the Content in question, or even Your User or Organization Account.

You agree to facilitate the prompt resolution of any problems or disputes that may arise in connection with Your use of the Service.

6.3. Obligation to ensure the security of Your Data

You ensure the security of Your hosted Data, Access Codes and passwords and You agree to take all necessary measures to secure access to them.

Gandi cannot under any circumstances be held responsible for security breaches and damages resulting from a breach of Your obligations.

You agree to immediately notify Gandi of any security breach or misuse of Your Instances, of any nature whatsoever, of which You may be aware, so that We may, if necessary, coordinate our efforts.

6.4. Data backup obligation

The backup of Your Data and technical settings is entirely Your responsibility. It is Your responsibility to take all necessary measures to ensure the regular backup and conservation of Your content and all Your Data and settings, as well as their updates, on any medium of Your choice, outside Gandi.

It is hereby specified that Gandi's provision of optional backup tools cannot be interpreted as an obligation on Gandi to backup Your Content and technical settings.

6.5 Breaches of Your Obligations

Gandi reserves the right to suspend the Service in the event of a breach of Your contractual obligations, in particular in the following cases:

- if You disrupt the services provided by Gandi or damage its computer system, or its resources, in particular if Your use of the Service disrupts its general functioning and/or is contrary to the technical conditions and limitations specific to each Service;
- if Your Instance is the victim of a security breach or DDoS attack that could disrupt the proper functioning of Our infrastructure;
- if You are in default of payment despite the time limit and the request for regularization by Gandi.

It is hereby specified that notwithstanding the suspension of the Service, the aforementioned cases may also result in the termination of the Agreement in accordance with the terms and conditions agreed in Article 9.2 hereof.

Article 7. Activation and use of the Service

The activation and use of the Service is subject to (i) full payment of the price for paid offers and (ii) in all cases, the validity of the domain name with which You associate the Service.

In accordance with Our General Terms and Conditions of Service, and the provisions of the Consumer Code, and as soon as You are qualified as a "consumer" within the meaning of the Consumer Code, You acknowledge and accept that Gandi fully executes the provision of the Service upon activation of the Service. You declare that you understand and accept that this full performance may begin before the end of the withdrawal period from which the consumer benefits. In this context, You expressly waive Your right of withdrawal, in accordance with Article L. 221-28, 1° of the Consumer Code.

As such, the subscription of a Service will not be possible if on the day of the order the domain name with which the Service is associated expires within a period of 30 calendar days or less. You will first have to renew the chosen domain name in order to be able to order the Service.

As the Service is the accessory to the domain name chosen for Your Go Sitebuilder Website, it is Your responsibility to ensure that You keep the associated domain name active to maintain Your Go Sitebuilder Website online.

Regardless of the type of Service subscribed, it is impossible to associate more than one (1) Go Sitebuilder Website per domain name.

You can change your offer at any time (except for the "Test" offer). If necessary, We will proceed to a "pro rata temporis" refund on Your Prepaid Account.

Article 8. Duration - Renewal

8.1 Duration of the "Test" offer

The Service Test Offer is effective on the date of activation of the Service for a maximum and non-renewable period of thirty (30) calendar days. The "Test" offer is available only once on each domain name registered with Gandi.

8.2. Duration of paid Service offers

The paid offer of the Service comes into effect on the date of activation of the Service for an initial period equal to the shorter of the validity period of the domain name with which You associate the Go Sitebuilder Website and one (1) year (the Initial Period).

The renewal of the subscribed offer is not automatic. It must be expressly requested via Your User Account and must be paid in full (payment received and validated) before the end of the current period.

At the end of the Initial Period, the Service may be renewed for a period of one (1) year provided that the associated domain name does not expire within this period. Otherwise, the Service will be renewed for the remaining validity period of the domain name (the Renewed Period).

In any case, at each renewal of the Service, the duration of the Renewed Period may not exceed one (1) year.

As the Service is intrinsically linked to the domain name with which it is associated, it is hereby specified that the expiry, transfer to another Registrar, or even the deletion of the domain name, regardless of the cause and author, will automatically result in the termination of the Service, without You being entitled to any compensation or refund for the remaining time.

Article 9. Termination of the Agreement

9.1 Your right to terminate

You may terminate the Agreement at any time at Your convenience by deleting Your Go Sitebuilder Website, without You being entitled to any refund in respect thereof.

9.2 Termination for default

Any contractual breach that is not remedied within fifteen (15) calendar days of receipt of a formal notice shall be grounds for suspension of the Service or even early termination of this Agreement, without further formality. You acknowledge that You may not claim any compensation or reimbursement, even partial, from Gandi.

Article 10. Consequence of termination of the Agreement

The termination of the Agreement, regardless of the cause and author, will result in the deactivation of Your Site Go Sitebuilder and the permanent deletion of any Content on Our Platform.

In any event, Your Go Sitebuilder Website may not be transferred (in particular in the event of a transfer of the domain name associated with Your Go Sitebuilder Website to another Registrar), nor restored to a service provider other than Gandi, as You have formatted and put it online as part of the Service. For technical reasons, no export of Your Content is possible.

Article 11. Exclusions and limitations of Gandi's liability

In addition to the exclusions and limitations of liability provided for in Our General Terms and Conditions of Service, in connection with the Service, We disclaim all liability for:

- difficulties in accessing Your Hosted Data, due to network saturation and/or due to the technical characteristics and limitations of the Internet and Internet access;
- Data and Content contrary to laws, regulations, public order or morality that You host or have hosted via Our Service;
- any deterioration of the Service by You and/or due to non-compliance with the technical conditions and limitations applicable to the Platform or the Basekit Software;
- the misappropriation, total or partial destruction of the information transmitted or stored, in particular as long as this information circulates via the Internet, and all the less so if this destruction is the result of a fault, carelessness and/or negligence that is directly or indirectly attributable to You;
- any contamination, by virus or other computer malware, regardless of the technology used, of Your content, the protection of which is Your responsibility;
- an intrusion by third parties on Your Instances, as soon as, by express agreement, the security of Your Instances remains at Your charge;
- any problem related to the development, operation, availability or accessibility of the Go Sitebuilder Software;
- a direct or indirect intrusion by third parties on Your Site Go Sitebuilder (attack, hacking, defacement, etc.);
- due to the fact that the content of Your Go Sitebuilder Website has not been permanently deleted, outside Our Platform, since Your Go Sitebuilder Website, like any other website, has necessarily left traces on the Internet (for example, if it has been referenced, cited, or copied to other websites), even after the termination of the Service, which Gandi cannot control in any way.

In addition, You acknowledge that Gandi is under no general obligation to monitor hosted content. Although Gandi reserves the right to carry out checks, Gandi is under no obligation to actively investigate facts or circumstances that reveal illegal or harmful activities.

In the event that Gandi's liability is proven, You may not in any event claim compensation from Gandi in excess of the amounts already paid to Gandi in consideration for the Service that is effectively unavailable for the period in question, unless expressly stipulated otherwise in this Agreement.

Article 12. Guarantee

You guarantee Gandi against (i) any action or claim that may arise from Your use of the Service, or from the use of the Service by any third party through You, (ii) any action by third parties related to the content installed, issued, published, transmitted, broadcast or reproduced via Your Instances, whether such content has been set up by You or by third parties, (iii) any claim or legal action based on the total or partial termination of the Service resulting from a breach by You.

In this respect, You agree to indemnify Gandi and to bear the legal costs and attorney's fees incurred by Gandi in connection with such an action, as well as the amount of the settlement payments and/or damages to which Gandi may be liable.

The provisions of this section shall survive the expiration or termination of this Agreement.

Article 13. Intellectual Property

You acknowledge and agree that the provision of the Go Sitebuilder Software as part of the Service does not constitute a transfer to You or grant any right other than the right to use the Go Sitebuilder Software solely as part of the Service and in accordance with this Agreement.

Article 14. Resale of Our services

The resale of all or part of the Service is excluded and therefore does not apply to reseller profiles.

Article 15. Modifications, termination of the Go Sitebuilder service

You acknowledge and accept that Gandi reserves the right to change, modify or stop providing all or part of the Service at any time, temporarily or permanently, in accordance with the terms and conditions defined in Our General Terms and Conditions of Service. You acknowledge that Gandi cannot be held responsible for the consequences, direct or indirect, related to the modification or termination, temporary or definitive, of the provision of all or part of the Service.

Article 16. Applicable law - dispute resolution

The Agreement is governed by French law.

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 Agreement. The Parties shall make all necessary findings to enable them to find a solution to the conflict between them.

In the absence of amicable resolution, any dispute concerning the validity, interpretation or execution of the Agreement will be brought before the competent French courts within the jurisdiction of which Gandi is established.