

Gandi Pack Corporate Special Conditions

Version 2.0 dated June 4th 2018

The present Contract determines the services that Gandi SAS will provide You within the framework of its Gandi Pack Corporate and the reciprocal obligations that result from it. This Contract complements Gandi's General Service Conditions of which the clauses will remain fully and wholly applicable, unless stated otherwise in the present Contract.

Capitalized words used in the present Gandi Pack Corporate Contract have the definition given to them in Gandi's General Service Conditions, Gandi's General Terms and Conditions of Domain Name Registration, and the Special Conditions that are applicable unless defined otherwise in the present Contract.

Section 1. Description of the Gandi Pack Corporate service

The Gandi Pack Corporate is a subscription primarily dedicated to legal entities that register a large number of domain names for their professional activity, or wish to do so, whether or not they are already the owner of active domain names registered at Gandi.

Our Gandi Pack Corporate is designed to allow You to register domain names in extensions reserved to Our Corporate customers (having subscribed to the "Gandi Corporate" offer) due to their atypical registration processes that are often manual and require the providing specifics documents and intervention of external partners.

Section 2. Gandi's commitments

In addition to the commitments detailed in Our Contracts and under the strict condition that You abide by all the contractual obligations of Our Contracts, Gandi commits itself to:

- allow You to register domain name in extensions reserved to Our Corporate customers, via one of Our partners, under the condition that You accept and abide by Our Contracts, the applicable rules of the extensions concerned, and the payment of corresponding registration fees,
- accompany You in the completion of any administrative procedures that may be connected to the registration, transfer, or renewal of Your domain names registered under the extensions reserved to Our Corporate customers,
- allow You to have special access to Our technical support team, and Our Pack Corporate support team,
- reply, during the entire duration of Your subscription, to all Your questions concerning the state of operations of Your domain names under the extensions reserved to Our Corporate customers,
- to not charge You more for domain name registrations than the current prices displayed on Our website.

Within the framework of the Gandi Pack Corporate service, We commit Ourselves to execute the services provided with diligence and within the deadlines mentioned, and in strict conformity with applicable French law and the Rules that apply to both You and Gandi within the framework of domain name registration.

We therefore commit Ourselves to provide You with the best level of service possible, it being nevertheless noted that Our services must remain within the technical, legal, regulatory, and contractual limitations that are notably imposed on Us by the trustee Authorities and the Registries to which We, as well as Yourself, are required to abide by.

Section 3. Your obligations

You acknowledge and accept that the obligations listed in Our Contracts are incumbent upon You, whatever the service subscribed to may be (*and notably, those mentioned in Section 3 of Gandi's General Service Conditions*), that they remain fully applicable within the framework of the present Gandi Pack Corporate Service.

Additionally, in accepting the present Contract, and in using Our Gandi Pack Corporate Service, You commit to:

- paying the amount due for Your subscription within the required deadlines (payment received and validated by Us),
- provide accurate and complete information, to correct them, and to assure that they are constantly kept up-to-date, in such a way that We are able to contact You and to proceed with any necessary Notification within the execution of Our services relating to the Gandi Pack Corporate service, it being noted that any error is susceptible of blocking the proper execution of the service and Our services,
- provide assistance when needed, as well as any document or proof, upon simple request, that would be required by Gandi, a Trustee Authority, or a Registry, it being noted that Gandi is susceptible of keeping these documents and to request their updating, notably in order to facilitate the good management of Your Gandi Pack Corporate Organization and Your attached domain name portfolio,
- be able to prove, at any time, Your identity and right to act on behalf of the title holder of the Gandi Pack Corporate Organization and/or the owner of any domain name that is attached to it,

- be able to justify, at any time, the rights and authorizations of which You benefit for the registration and/or use of any domain name within Your portfolio of domain names at Gandi,
- facilitate the rapid resolution of any problem or dispute that may arise with regards to any domain name within Your portfolio of domain names at Gandi, and if applicable, rapidly communicate the identity of any third party that benefits from a license of use, in conformity with Our Contracts.

In any event, You acknowledge and guarantee to be bound to the agreements that We may agree to in Your name and on Your behalf in application of the present Contract, within the framework of the service or Gandi Pack Corporate options.

Section 4. Subscription to the Gandi Pack Corporate service

The subscription to Our Gandi Pack Corporate is via Our interface in accordance with the process described in Gandi's General Service Conditions.

4.1. Creation of Your Gandi Pack Corporate Organization

To benefit from Our Gandi Pack Corporate service, You must be a legal entity and be able to demonstrate this upon request.

Your Organization subscribing to the Gandi Pack Corporate will benefit from the privileges and features associated with the service.

4.2. Accepting Our Contracts

The validation of Your request to open a Gandi Pack Corporate Organization implies that You have understand and accept Our active Contracts, in addition to the present Gandi Pack Corporate Special Conditions.

You acknowledge that any subscription request and use of Our Gandi Pack Corporate service implies the unconditional acceptance of, and adherence to Gandi's General Service Conditions, the present Gandi Pack Corporate Special Conditions, Gandi's General Terms and Conditions of Domain Name Registration, and the special terms and conditions and rules applicable to the extension chosen, as set forth by the Trustee Authority or Registry in charge of the extension in question and detailed on Our website <https://www.gandi.net>, the special conditions of services that You may have subscribed to, as well as the prices and technical conditions and limitations of Our Services ("Our Contracts").

Our Contracts may be viewed at any time on Our website and are presented during any registration request or domain name renewal, or subscription to an optional accessory service, in conformity with the contractual process described in Gandi's General Service Conditions.

Note that Your acceptance of Our contractual framework, and notably of Our Contracts listed above, are applicable to each domain name that is within Your Gandi portfolio.

4.3 Payment of Your subscription

You must proceed with the payment of Your subscription according to the prices published on Our interface and the means described in Gandi's General Service Conditions.

4.4. Activation of the service

The service is activated upon the validation by Gandi of Your request to open a Gandi Pack Corporate Organization and of the full payment of Your subscription. You will receive an email notification of the activation of Your service.

As an exception to Gandi's General Service Conditions, You acknowledge and accept that the right of retraction does not apply in this case as the Gandi Pack Corporate service is reserved to companies that are registering domain names for their professional needs.

Section 5. Contact duration

The present Contract has a duration of one (1) month, three (3) months, or one (1) year in accordance with Your choice during the subscription of the Gandi Pack Corporate.

The renewal of the Gandi Pack Corporate is not automatic, it must be expressly requested and paid (payment received and validated) by You through Your Access Codes via Our web Interface. The duration of the renewal is of one (1) month, three (3) months, or one (1) year in accordance with Your choice during Your renewal order.

Section 6. Rates - Payment

You commit Yourself to proceed with the payment of the Gandi Pack Corporate as well as of any domain name registered via Our Gandi Pack Corporate service in accordance with the prices published on Our interface and the means described in Gandi's General Service Conditions.

Section 7. Services provided by Gandi within the framework of the Gandi Pack Corporate

7.1 Extensions

The Gandi Pack Corporate allows You to register and transfer domain names in extensions reserved to Our Corporate customers (having subscribed to the "Gandi Corporate" offer).

The registration, transfer and management of these extensions require the intervention of external partners and are generally subject to specific procedures such as paper (form to fill out, documents to provide ...).

Our Pack Corporate support team accompanies You in the completion of procedures related to the registration, transfer, or management of Your domain names registered under these extensions and will contact You if Your orders require the provision of additional information and/or documents.

7.2 Trustee service

Some extensions offered in the framework of the Gandi Pack Corporate require, in accordance with the Registries rules, a local presence for the owner and/or the administrative contact. If You are not eligible for the registration of a domain name under these extensions (local presence required), Gandi or one of its partners can offer You its Trustee service. The Trustee service is only provided for certain extensions (please contact Our Pack Corporate support team).

Depending of the extension, the Trustee contact will be automatically be associated to Your domain name if You do not meet the conditions of the local presence required in accordance with the Registry rules, or will need to contact Our Pack Corporate support team and will be subject to the payment of the prices related to the Trustee service (that will be communicated to You by Our Pack Corporate support team on request and will depend to the extension concerned).

You expressly authorize the Trustee to make any decision related to the domain name and to take immediate action if necessary, in the event where the Trustee would be forced to act on the domain name without delay.

You acknowledge and accept that Gandi or the Trustee will communicate the complete contact information associated to Your Gandi Organization, to which any domain name registered via the Trustee option is attached, to any third party that makes a request for said information, to the competent authorities, or in the event of a dispute concerning a domain name (legal or alternative dispute resolution procedure).

In accordance with Our Contracts, You are solely and fully responsible, with regards to third parties, Gandi, and the Trustee, for the choice, use, direct and indirect consequence of, problem, or dispute regarding the choice and/or registration and/or use of any domain name registered via the Trustee service.

The Trustee may, at any time, terminate its Trustee service without Your ability to prevent said termination. You will be notified of this decision by e-mail, You will then be under the obligation to designate, within the deadline given, another eligible local contact and pay the corresponding owner change prices if required.

In case of transfer to an other Registrar, You must first or simultaneously designate a new local contact (in accordance with the rules applicable to the extension concerned and/or established by the Trustee).

Section 8. Suspension and early termination by Gandi

8.1. In the event of a breach of Contract, with notice

Any breach of Your obligations as set forth in Our Contracts, which is not rectified within the deadline indicated in Our notification warning You to put an end to the problem, will be grounds for the suspension, deactivation, or termination of the present Contract, Your associated Gandi Pack Corporate Organization, and any services associated to this Organization, without any special formality and without Your being able to claim any damages or refund, no matter when in the term of the Contract this termination would occur.

You acknowledge and accept that Gandi cannot be held responsible for the prejudicial consequences that You may be subject to tied to the end of the Contract due to Your breach of Contract and You guarantee Gandi of this.

Additionally, You expose Yourself to being sentenced to pay for damages and interest in the event of prejudice, and to the application of penalties that are, if the case may be, set forth by applicable law.

8.2. In the event of a serious breach, without notice

You acknowledge and accept that, within the framework of the service, that a serious breach of Your contractual obligations is **any breach as defined in Our Contracts**, and notably any use of Our services, directly or indirectly, in violation of the obligations that are incumbent upon You in application of Our Contracts.

In accordance with Our Contracts, We remind You that:

- Any serious breach of Contract is grounds for the termination of Our Contracts, and notably the present Contract, in addition to the suspension, deactivation or deletion of the service Your Gandi Pack Corporate Organization without any formality or notice,
- Gandi cannot be held accountable to the direct or indirect consequences that may result from the suspension, deactivation, or deletion of the service and/or Your Gandi Pack Corporate Organization,
- nor can any indemnity or refund be claimed of Gandi due to this, other than Your possible responsibility in application of French law and Our Contracts.

8.3. If Gandi must act

You accept that, in conformity with the applicable laws of France and Our Contracts, We may be required to proceed with the suspension or immediate deletion, without warning, of Your Gandi Pack Corporate Organization, and consequently, any other part of the services that are associated to it, and if applicable, termination of the present Contract:

- to meet a legal or regulatory obligation that is applicable in France, even if You are not located in this country, or in application of the rules to which We must abide as a technical intermediary, notably as a domain name registrar,
- upon injunction of a competent authority, notably in application of a judiciary or extra-judiciary ruling,
- to fix a technical problem or within the framework of any action that is destined to allow for the maintaining or reparation of the system's stability.

You acknowledge and accept that within the framework of the present Section 8, that You cannot claim any indemnity or refund, regardless of the period when Gandi's cancellation may occur within the term of the Contract.

Section 9. Consequences of the end of the Contract

At the end of the Contract, for whatever motive:

- it will be preceded by the revocation of the Pack Corporate status of Your Gandi Organization, which will not have any affect upon the domain names under it,
- You will no longer be able to register and transfer domain names in the extensions reserved to Our Corporate customers (having subscribed to the "Gandi Corporate" offer),
- You will still be able to manage (and in particular, renew) the domain names that You have registered within the framework of the Gandi Pack Corporate.

The termination of the Gandi Pack Corporate service will not affect the registration and the management of Your domain names and does in principle put an end to any of the options attached to the domain names.

Section 10. Your guarantee and responsibility

In accordance with Our Contracts, You will remain fully responsible for any consequence and dispute pertaining to the choice and use of the domain names comprising Your portfolio at Gandi, including in the event of a license of use granted to a third party, and any use of the access Codes that are associated to Your Gandi Pack Corporate Organization and to the Contacts of the domain names that constitute Your domain name portfolio. Gandi, the trustee authorities, and the registry cannot be held responsible for this.

In any event, You accept to:

- indemnify, defend, guarantee, and hold harmless Gandi, the Registry, and the Trustee Authority, as well as their directors, administrators, employees, agents, or representatives against any appeals, complaints, demands, and actions of third parties pertaining to the registration or use of any domain name within Your portfolio of domain names at Gandi, as well as their connection to Gandi Pack Corporate Organization, and
- pay for any damages, costs, and/or expenses that may stem from these resources or accusations, including reasonable legal fees, so that Gandi is not bothered by this in any way.

This obligation of guarantee will survive the end of the Contract, for any reason whatsoever and has its express origins in Our own accreditation contracts with the Trustee Authorities and Registries.

Section 11. Exclusion and limitation of Gandi's responsibility

In accordance with Our Contracts, You acknowledge and accept that Gandi, the Trustee Authorities, and the Registries, cannot be held responsible for the consequences of the cancellation, suspension, transfer, or refusal of registration of a domain name, resulting from the application of the Rules set forth by the Trustee Authorities and the Registries or the execution of a ruling of the courts, an arbitral body, or an administrative commission.

We are obliged to proceed with these acts upon each of the domain names within Your portfolio in application of Our own contracts with the Trustee Authorities and Registries, and You expressly consent to this.

In addition to the exclusions and limitations of Gandi as set forth in Our Contracts, You acknowledge that We cannot be held responsible in the following cases:

- unavailability of the domain name during Gandi's registration request,
- refusal of the Registry for any operation You may have requested or if the modification is no longer technically possible,
- failure of a registration or modification operation of the domain name for reasons that are beyond Gandi and despite Our best efforts,
- for a DNS request or modification, the stopping of a service following the update, it being specified that the new zone will not be immediately taken into account, You must notably take into account how long it takes to update the DNS by the Registry (which varies, depending on the registry), and of the propagation period,
- delay or non-fulfillment resulting from any action or omission on Your part, or the non-fulfillment, even partial, of Your obligations,
- difficulties caused by a breach of Your contractual obligations, notably in the event of a violation of the technical specifications and limitations of Our services, loss or communication of Your password, or providing invalid or outdated personal contact information or failing to provide the required production documentation,
- inadequacy of the services provided to Your particular objectives,
- the registration or use of an illicit or prejudicial domain name, for which You assume full responsibility,
- consequences of the application of the ruling of a court of law,
- unavailability of Our services caused by a problem with one of the technical actors of the Internet network, telecommunications operators, Registries, etc. despite Our best efforts, in the event of *force majeure*, or generally speaking, any event that is beyond Our reasonable control.

By explicit agreement between the parties, Gandi cannot be held responsible for indirect prejudices, notably commercial in nature, or a loss of operations, due to the utilization of its services or their dysfunction.

In any case, You cannot claim any indemnity from Gandi that is greater than the amount already paid to Gandi in return for the service that was rendered unavailable for the period of unavailability, or for the service paid for though not provided.

Section 12. Insurance

Each party agrees to have subscribed to the necessary insurance concerning all of the risks tied to its activities and to the provision and usage of Gandi services, from a solvent insurance provider, for all the financial consequences of Your responsibility resulting from any direct or indirect damage caused to the other party and/or any third party within the framework of the execution of the present Contract, as well as, if applicable, all direct or indirect damage that the concerned party may incur within the provision and use of the services provided in the framework of the present Contract.

Each party commits itself to keeping its insurance contracts up-to-date and to be up-to-date in any payments and to justify this, notably to the other party, immediately upon request.

Article 13. Modifications and cession of Gandi Pack Corporate

Additionally to Our Gandi's General Service Conditions, You acknowledge and accept that We reserve the right to update, modify or at all time stop temporarily or permanently, partially or the totality of Gandi Pack Corporate. In such an event You will be duly notified by email or alerted via Our website as soon as possible. In case of extreme urgency/security breach or high stability risk, We reserve the right to act immediately and with no prior notification.

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

Section 14. General provisions

The Preamble is an integral part of the present Contract.

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

In the event of any clause of the Contract being declared void by a competent jurisdiction, it will be deemed unwritten, and all other stipulations shall remain in force to their full extent.

Section 15. Modification of the present Contract

The Conditions of the present Contract are susceptible of being changed in order to take into account any change in legal or technical jurisprudence.

Section 16. Applicable law - jurisdiction

This Contract is governed by French law with regards the rules of both form and substance.

Only the text of the French version of this Contract shall govern in the event of a dispute of interpretation of the present Contract.

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

If no amiable resolution is made, any dispute of the validity, interpretation, or execution of the present Contract will be brought before the French courts in the jurisdiction of the headquarters of Gandi SAS (Paris).

- end of the Gandi Pack Corporate Special Conditions -