

ANNEX E – GANDIBLOG SPECIAL CONDITIONS

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In addition to Gandi's general terms and conditions of domain name registration, the subscription and use of the blog service offered by Gandi (GandiBlog) tied to Your domain name, implies the acceptance and adherence to the special conditions described herein.

All Gandi's legal information and contracts, in addition to definitions, are permanently available at Our Website's home page.

Capitalized terms used in the following special conditions have the definition ascribed to them in Gandi's general terms and conditions of domain name registration, with the exception of those defined hereunder. "You" designates the customer who is the owner of a domain name, and "We" designates Gandi.

Your contracts are also accessible via Your access codes at the address:

<http://www.gandi.net/contracts/>.

Preamble

What is a blog?

The word "blog" was created by combining "web" and "log". It is commonly understood as a website where one or more people can freely express themselves, on a more or less regular basis, as though it were an online notepad. Each article is published, presented in chronological order, and may be commented on by others. We see many different types of blogs today, covering many means of expression (cartoon blogs, photo blogs, etc.) on a wide range of topics: journalism, personal experiences, political discussion, corporate blogs, personal diaries, etc. Since it represents a space where one can freely express oneself, in a way that is both creative and interactive, We are pleased to provide You with this service as a complement to Your domain name registration.

How is it related to the domain name?

Your blog will only be accessible at an Internet address based on Your domain name, and id desired, the name that You choose to give to Your blog, such as:

<http://www.yourdomain.tld> or <http://whateveryouwant.yourdomain.tld>

What powers the blog?

We have chosen the system, Dotclear. This is because it is an open-source program, developed by a small team of dedicated benevolent programmers, it adheres to Internet standards, is popular in France, and because it meets Our criteria for trustworthiness and simplicity of use.

Section E1- Description of the GandiBlog service

GandiBlog is an optional additional service that comes with Your domain name, that you may freely activate or deactivate throughout the entire validity of Your domain name at Gandi, allowing you to have a ready-to-use website that is composed of more or less regularly published articles (or "Entries") that are displayed in chronological order; Each article may be read and commented on by visitors to your GandiBlog (all the users of the Internet).

Therefore We shall:

- enable You to freely and autonomously use the Dotclear 2 software application, via our website, for creating and writing Your own blog, publishing and editing the

content of Your Choice, depending on current applicable local laws, if You are logged into Your GandiBlog account,

- enable You to easily activate and deactivate Your GandiBlog via our Website, through your Access Codes, for the entire active duration of your Domain at Gandi,
- provide online hosting for Your GandiBlog during the period of validity of Your Gandi-registered domain name, under the condition that it abides by the technical limitations and restrictions indicated during the subscription to GandiBlog,
- grant You technical support on the use of GandiBlog via Our Website,
- enable You, as much as possible, to benefit from new options,
- never intervene on Our own account, in the Content of Your GandiBlog, which is under Your full and exclusive responsibility, whether or not it is with regards to Your own Content, or that of the visitors of Your GandiBlog. However, We may be forced to intervene in certain legal situations, as indicated in Section E6 below.

You acknowledge that a detailed description of GandiBlog (including technical limits and restrictions) has been provided to You via Our online Interface during Your subscription to GandiBlog, and You affirm to have read and understood said description. It is also freely available for viewing at the address: <http://www.gandi.net/domain/blog/> .

To assure that Your GandiBlog will function well, We are obliged to limit the amount of monthly data transfer to ten (10) GB (gigabytes), and grant it a maximum of one (1) GB of storage on Our servers. Notwithstanding these conditions, the number of visitors per day (daily hits) to Your GandiBlog is unlimited.

Section E2- Creation and use of GandiBlog

If you have a domain name registered with Gandi that is within its active period, You may at any time and for free of charge, create your own GandiBlog, associated with the active domain name, via our Our Website, and with Your Access codes.

Your GandiBlog is an optional service that is associated to Your domain name registered at Gandi, accessible via the Access codes of the domain name's owner, and/or those of the mandated additional accounts. Therefore, you can use GandiBlog and manage it autonomously via Our Website, when logged in under Your personal handle and its password.

You may either be the sole administrator of Your GandiBlog, or You may mandate Your domain name's Contacts, or any other third party, to administer Your blog by creating additional user accounts for them, which will have separate Access codes. These additional mandated user accounts may autonomously manage Your GandiBlog, use it, and edit its content via Our online Interface, through their own Access codes, in Your name and on Your behalf.

The password is highly confidential and placed under the responsibility of its holder, who will take all the necessary precautions to assure its confidentiality.

Specifically, both You and the additional user accounts agree to formally inform Us without delay in the event that a password has been lost, or disclosed to an unauthorized third party, so that We may take all necessary actions. By default, any operation made through the use of the Access codes is said to have been undertaken under Your authority and with Your express consent. Nonetheless, in the event of a dispute with the mandated additional user accounts, Your instructions will be authoritative, understanding that the information stored in Our databases to this effect, shall govern.

You agree to not use the tools associated with GandiBlog for any use other than the creation and publication of a blog as described above. Forwarding from Your blog's home page to another page, or the removal (or masking) of the footer and/or legal notice are expressly prohibited. You acknowledge and agree to not use the tools of GandiBlog for any other means than the creation and publication of a blog as defined above, and that You will be held fully liable for upholding the rights of third parties and in abiding by all current applicable local laws, both with respect to the choice of Your GandiBlog's name (subdomain of Your domain name) and to the Content of Your GandiBlog.

You are responsible for ensuring that Your additional mandated user accounts accept and abide by the terms and conditions herein.

Additionally, unless full or partial access to your GandiBlog is restricted, anyone may add Content to Your GandiBlog, in the form of comments, that You and/or Your additional mandated user accounts are responsible for censoring, moderating, or commenting on, in such a way as to ensure that the Content of Your GandiBlog remains in accordance with all current applicable local laws and the rights of third parties.

Your responsibility in this matter is outlined in Section E5 below.

Section E3- Identification of Your GandiBlog

In accordance with current local laws, notably the Law for the confidence of the online economy ("Loi pour la Confiance dans l'Economie Numérique", updated LCEN act of 21 June 2004), You must clearly identify Yourself to third parties on Your GandiBlog, by publicly and openly providing the following information:

- if You are a physical person: Your first, middle, and last name, and Your telephone number. If You are registered as a business or freelance worker, You must also include Your registration number,
- if You are operating on behalf of a moral person: their designation or company name, main office location, and telephone number; If the company is registered with any official commercial body or registry, the registration number and its capital is also required.
- in all cases, the full name and address of the director or co-director of publication, and, if relevant, the person responsible for its publication (by default, this is You). As title holder of Your GandiBlog and owner of the associated domain name, You will be mentioned as director of publication in Your GandiBlog's legal notice, unless You specify otherwise.

By default, in addition to the legal notice concerning You, Our contact information will appear as web host of Your GandiBlog, in order to comply with applicable local laws.

By default, Your personal contact information will be published on Your GandiBlog, so that You may abide by Your legal obligations. However, if You use GandiBlog for personal means (You may select this option by checking the applicable box on Our Interface), You may choose to remain anonymous on Your GandiBlog, with the understanding that:

- You shall remain as director of publication, the only person liable for Your GandiBlog Content,
- if requested by a court of justice, We shall furnish all the above information that You have provided to Us, in addition to any information necessary for Your identification, in accordance with applicable local laws.

You must supply Us with a valid and lasting e-mail address, so that We may contact You by e-mail, and/or otherwise send You useful notifications pertaining to GandiBlog.

You affirm and agree to provide precise and complete information, to assure their accuracy, to correct them, and constantly keep them up to date. Should You be asked for Your contact information, or other identification pertaining to You, or that of any other person having contributed to the creation of any part or whole of Your GandiBlog Content, You agree to provide said information in a timely manner.

The deliberate use of false or misleading information constitutes a serious breach of Your contractual obligations and is a crime. Such an act may lead to the suspension or deletion without notice of Your GandiBlog, in addition to the application of penalties as warranted by current applicable local law and the indemnation for harm caused by said act.

Likewise, should We be informed of, or learn that the information You provided is false, out-of-date, incomplete, or misleading, We may send You an e-mail requesting that You correct said information. You acknowledge and agree that lack of corrective action on Your part, within a period of fifteen (15) days from when We sent Our e-mail, may be deemed grounds for the suspension or deletion of Your GandiBlog without any additional

formal notice on Our part, and for which You shall be held accountable, in accordance with Gandi's general terms and conditions of domain name registration and in accordance with the present contract, in addition to the application of penalties as warranted by current applicable local law and the indemnation for harm caused by said act.

Section E4- Duration – Termination of GandiBlog

The present special conditions, that You affirm to have read and accepted on Our Website before subscribing to GandiBlog, take effect immediately upon subscribing to the GandiBlog service.

If You so wish, they may be terminated before the Expiration date of the domain to which this optional additional service is associated, because You may deactivate Your GandiBlog at any time during the active duration of Your domain name, via Our Website, if You are logged in with your Access Codes. Nonetheless, by mutual agreement, and in application of Our own contract with the Trustee Authorities and Registries, some contractual obligations shall remain, in the manner of that which occurs pursuant to the Expiration of a domain.

This being said, as Your GandiBlog is an additional optional service to Your domain name, it will terminate with the end of the registration of Your domain name at Gandi, in accordance with Gandi's General Terms and Conditions of Domain Name Registration, such as the Expiration of the domain, the early deletion of the domain, the transfer of the domain to another Registrar, change of the Domain name's owner, and/or as a result of a Court order or any other alternative dispute arbitration decision.

Additionally, Your GandiBlog may be suspended or terminated early as per the conditions outlined in Section E6 below, notably in the event that You do not abide by Your contractual obligations.

Section E5- Your GandiBlog accountability

As chief editor of Your GandiBlog, and owner of the domain name associated with Your GandiBlog, You are held fully liable for the content published on Your GandiBlog, which notably includes, but is not limited to, all information data, text, software, music, sound, image, photograph, logo, drawing, video, goods, product, service, signs, signals, writing or messages of any or all nature (hereafter referred to as "Content") that is published, transmitted, or made available to the public via Your GandiBlog, including in the event of a Licence of Use, whether or not You are the author or responsible for its being made available online.

You affirm and guarantee that the name You chose for Your GandiBlog and the Content of Your GandiBlog adhere to all current applicable laws and does not infringe upon the rights of any third party. In particular, You commit that Your GandiBlog shall not contain:

- any Content that offends human dignity,
- any Content that pertains to, or may be considered in nature to be, child pornography,
- any Content that is racist, xenophobic, or revisionist,
- any provocation of, or incitation to commit crimes, misdemeanors, and in particular crimes against humanity, racial hatred, violence, suicide, incitation to the use, fabrication, or distribution of illegal or unlawful substances, incitation to acts of terrorism,
- any content that is immoral, or disrupts public order or the proper functioning of public offices,
- any insult, slander, or violation of a public or private figure's private life, or violation of image rights,
- any Content that infringes upon trademarks or intellectual property rights,
- any hypertext link that points to a website where the Content would be in violation of current local applicable laws,
- any Content that attacks Gandi's computer infrastructure and/or image, in accordance with Our General Terms and Conditions for Domain Name Registration. This notably

includes such practices as the sending of unsolicited bulk e-mail (spamming), identity theft schemes (phishing), and the transmission of computer contaminants (trojans, worms, viruses, etc.).

Even though this list is not exhaustive, the presence of such Content associated with Your GandiBlog will be considered as a serious breach of Your contractual obligations, and shall lead to the immediate suspension or deletion of Your GandiBlog, without prejudice to the application of penalties as required by current applicable local laws.

All Content published on Your GandiBlog is public by definition, as anyone with an Internet connection can view and publish content on Your GandiBlog. We advise that You close all comments and trackbacks (semi-automatic inter-blog links) should You decide to suspend Your GandiBlog's activity but keep it online.

Before publishing Content on Your GandiBlog, You must assure that You have acquired all the necessary rights to post said Content, particularly with information that pertains to the rights of others. Those who granted You said rights may revoke them at their discretion, after which You must cease and desist from distributing and/or publishing the offending Content on Your GandiBlog.

Also, You must refrain from publishing Content on Your GandiBlog that is sensitive in nature (for example on issues pertaining to health, sexual orientation, politics, or religion) that is inappropriate for Internet publication if it concerns private information of a figure that may be either identified or simply identifiable. Likewise, be careful with regards to the publication of photographs or other personal elements concerning You or Your relatives and/or friends (with their approval), given the inherently large number of people that can view or have access to Your Content online.

Moreover, if the Content of Your GandiBlog targets an adult audience or contains elements that might be shocking, You must take all measures necessary to restrict and control access.

In the event that a GandiBlog is intended to be used by a minor, his or her parent(s) or legal guardian(s) must constantly monitor the blog's Content and notably assure that the minor does not post or exchange any sensitive personal information, regarding himself/herself or others, and censor the GandiBlog content if necessary.

Additionally, given the interactive nature of GandiBlog, third parties may post and exchange Content on Your GandiBlog. It is Your obligation to censor the Content and entries of third parties, for which You are fully liable, and if necessary to modify or delete said Content. You are free to use any or all technical means at Your disposal that will allow You to censor and moderate third-party entries.

Please note that You have an obligation to monitor Your GandiBlog. You must also rapidly bring to the attention of the competent authorities, any activity or Content in Your GandiBlog such as described above, or any activity or Content in Your GandiBlog that may be deemed illegal or prejudicial, whether You observe it or whether it is brought to Your attention.

If Gandi is prosecuted because of Content published on, or due to the usage of Your GandiBlog should it be deemed to be in violation of Our Contract and/or the rights of a third party, You agree to defend, indemnify, and hold unaccountable Gandi for any conviction that may result. This obligation of protection includes, but is not limited to reasonable legal and consultant fees accrued after the termination of the present contract and of the General Terms and Conditions of Domain Name Registration at Gandi.

Section E6- Suspension and early termination

We do not monitor the Content published on Your GandiBlog, and We cannot be held liable for whatever Content happens to be associated with Your GandiBlog.

Nonetheless, You acknowledge and accept that We may, at any time, and on Our own account, suspend (blog deactivated though still available for administration) or delete (Content permanently deleted) Your GandiBlog in the following instances:

- with notice: in the event of a breach in contract, which has not been rectified within fifteen (15) days from the time We sent a notification e-mail informing You of said breach and requesting rectification,
- without notice: in the event of a material breach of contract:
 - if inaccurate and/or misleading personal contact information was provided, as explained in Section E3,
 - if We are informed of the illicit or prejudicial nature of the Content of Your GandiBlog, in accordance with applicable local laws and the present special conditions, without prejudice of Your responsibility, as explained in Section E5,
 - as may be stated in Gandi's the current General Terms and Conditions of Domain Name Registration for Your Domain Name, for which GandiBlog constitutes an annexed service,
- without notice: in application of an injunction from a competent authority, Court order, administrative commission or arbitral court, or in the event of any dispute or lawsuit pertaining to the Content (in whole or in part) published on Your GandiBlog.

In any event, it is Your responsibility to save the Content of Your GandiBlog, so as to avoid any loss of data once the GandiBlog has been terminated, either due to a material breach of contract, or the expiration of Your domain name at Gandi.

Section E7- Gandi's obligations

We cannot protect You from the risks that are inherent in the use of the Internet, even within the framework of Our services, due to the nature and technical limitations of the Internet itself. Therefore, We cannot be held liable for:

- difficulties accessing GandiBlog that stem from the high volume of Internet traffic that may occur, and for which We have no control; or due to having exceeded the technical limitations of GandiBlog as specified during the subscription process,
- from the loss or alteration of data sent via the Internet network, through the access means provided to You by Your Internet service provider (ISP).

We cannot be held liable for neither the malfunction of the software tools provided to You as part of Your GandiBlog, nor their misuse.

In this regards, You agree to:

- abide by the terms of use of the various programs used and their corresponding licences to use, in addition to those of Our GandiBlog,
- be very careful with regards to the uploading or downloading of Your Content to and from the Internet (We suggest that You use an up-to-date anti-virus program),
- take all actions necessary to assure that Your data is backed up.

Likewise, We can only guarantee the quality of GandiBlog if the technical limitations outlined in Section E1 are observed.

In the event of a force majeure that may affect adherence to this contract, the obligations of the two parties will be suspended. Should the force majeure continue for more than sixty (60) days, the Contract may be rightfully terminated in writing by either party, sent via registered post with return receipt requested, and which will be mailed to the address listed in the Whois database.

Finally, please note that, given the composition and nature of the Internet, We can only guarantee the total deletion of Your GandiBlog Content on Our servers. Your GandiBlog may leave traces on the Internet, for example, whether it be cross-referenced, quoted, or copied on other websites. These traces may last even after Your GandiBlog has been deleted.

Section E8- Personal data

You affirm to have been informed of, and agree that:

- personal information that You provide for Your GandiBlog identification, such as listed above and outlined on Our online Interface at the time of their collection, are stored and processed by Gandi in a secure and legal manner, in accordance with the French digital information act of 6 January 1978.
- we store the creation and modification dates of each article posted on Your GandiBlog, associated with the Gandi handles used for the operations. You affirm to have informed Your additional mandated accounts of this fact.
- We also store connection information pertaining to Your GandiBlog, within the bounds of applicable local laws; the gathering and storage of this data is to assure the proper functioning of the service and for fulfilling Our legal obligations; this data may only be divulged upon the order of a legal authority.
- You have the right to access, modify, and oppose the publication of Your personal data, which You may do via Our Interface, by logging in with Your personal Access codes. Please note that the right to refuse the use of Your data (personal identification data, as described in Section E3) can only occur through the termination of Your GandiBlog, since then Your GandiBlog would not abide by the legal conditions of identification.

We shall:

- only store this data for the time necessary for the proper functioning of GandiBlog and only gather and process data necessary for the proper functioning of this service, and for fulfilling of Our legal obligations,
- take all precautions necessary for maintaining the security of this data.

Section E9 – Rights of property

You shall hold ownership rights to the Content created and published by You and that appears on Your GandiBlog.

However, the supplying of applications necessary for the creation and administration of GandiBlog does not imply in any way or form that Gandi grants You the ownership or licence to use of the aforementioned tools for personal or professional gain.

You are therefore not allowed to reproduce or modify the software, applications, tools and interfaces provided by Gandi, as well as all associated graphics (ex. the graphic design and logos of Gandi), which constitute works protected under intellectual property right laws, and which shall not be transferred to You, with the exception of elements clearly identified as licenced under GPL (General Public Licence). You agree to strictly adhere to the terms and conditions of the user licences of the various programs that You will use as part of GandiBlog.

As owner of the domain name associated with Your GandiBlog, You remain Our contact person and contract holder for all which concerns Your GandiBlog, even if You grant a Licence of Use to a third party, or grant Your Contacts the right to use Your GandiBlog by creating additional user accounts for them. Consequently, You cannot cede the ownership of Your GandiBlog without ceding the entire ownership of Your Domain name, in accordance with Gandi's general terms and conditions of domain name registration as apply to Your domain name.

Section E10- Amendments to special conditions

These special conditions are subject to change, notably to take into account changes in legislation, legal interpretation, and/or technology.

These modifications will be published on Our Website and You will be notified of such amendments at least one month prior to their implementation. If You refuse such amendments, You will be entitled terminate Your GandiBlog, without penalty or refund, up to four months after the application of the new modifications, with the understanding that the new conditions will nonetheless rightfully govern from the moment of their application to the request for the termination of the contract.

In addition, the text of the French version of this contract shall govern in the event of a dispute of interpretation of the present Contract. You may find the French contract at the following address: <<http://www.gandi.net/contracts/>> .

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