Terms and Conditions of Domain Name Registration at Gandi

Version 2.3 dated January 5th, 2012

You acknowledge that the subscription to and use of Our domain name registration and management services implies the acceptance of and adherence to, without reserve or restriction, Gandi's General Service Conditions, these Terms and Conditions of Domain Name Registration at Gandi, special conditions, rules, and obligations that are applicable to the extension concerned as indicated by the Trustee Authorities or Registries, all applicable special conditions for the use of accessory services that You may have subscribed to, rates and conditions and technical limitations of Our services, as outlined on Our website at http://www.gandi.net (hereafter referred to as “Our Contracts” or “Gandi's Hosting Contract” of the “present Contract”.

The present Contract has an annex concerning the contractual conditions pertaining to the "Private Domain Name Registration" service, an optional service that allows You to opt to limit the publication of Your contact information in the public databases (Annex 1).

Our Contracts can be viewed on Our website, and they are also presented to You during the subscription to the present service, in conformity with the contractual process outlined in Gandi's General Service Conditions.

You acknowledge that You have read and accepted them, and to abide by them without condition or reserve.

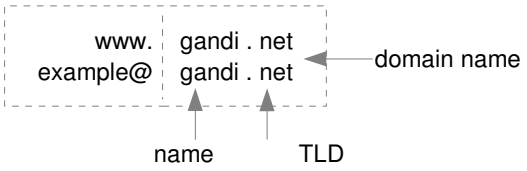
Capitalized terms in used in the present Terms and Conditions of Domain Name Registration at Gandi are defined in Gandi's General Service Conditions, and in the special conditions that are applicable to the extension of Your domain name.

The present Terms and Conditions of Domain Name Registration at Gandi, which determines the services provided by Gandi within the framework of its activities as an Internet domain name registrar and obligations as determined by the services subscribed to, complements Gandi's General Service Conditions whose clauses will receive full and entiere application, unless stated otherwise in the present Terms and Conditions of Domain Name Registration Contract.

INTRODUCTION: THE DOMAIN NAME SCHEME

What is a domain name?

It is a human-readable Internet address that is made up of a name that You choose and an extension (TLD). It is most frequently used to name a website or an email address. For example:



What is it used for?

If You think that www.gandi.net or gandi.net (domain name) is easier to remember than 217.70.177.41 (an IP address), then You already understand the reason for the naming system.

A domain name does not change according to the place where Your web or e-mail data is stored (hosted): You can change Your web host or Internet access provider without having to change the name of Your website or Your e-mail address.

How does it work?

To ensure the proper functioning of the IP address/domain name resolution system, a worldwide technical database (the “DNS” for Domain Name System) must be maintained and shared, as a directory: this is the main task of the technical parties involved in the naming system and who provide related services
Another directory, assigned to recording administrative data, is also available to all via the Internet. It is named the "Whois", and keeps records of all registered domain names and their owners. Sharing and updating this Whois database is mainly entrusted to registrars (registration entities) such as Gandi SAS. Gandi provides access to this Whois on its website at the following address: http://www.gandi.net/whois.

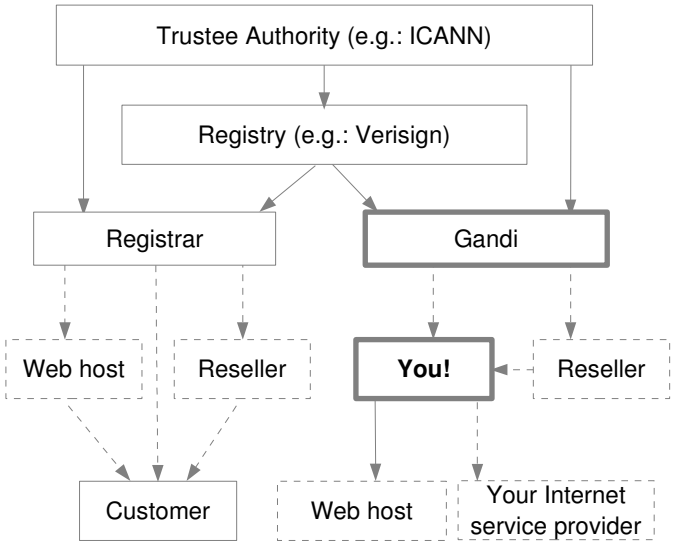
Who makes the rules?

All applicable rules are set forth by the “Trustee Authorities” (such as ICANN) and the “Registries” (such as Verisign, Afilias, Neulevel, PIR, etc…) in charge of managing each respective TLD at the international level. These entities establish the assignment, managing, and modification rules of domain names, to which all accredited Registrars and domain name owners must comply.

Where does Gandi stand in the naming system?

Gandi is a Registrar, accredited by both the Trustee Authority and Registry of each TLD to assign and manage domain names according to their specific TLD. We must abide by the terms and conditions of Our accreditation contract. As a consequence, We must pass some specific obligations on to Our customers.

You will see Gandi's role for a given TLD, for example <.com> in the diagram below:



As You can see, Gandi is not an isolated actor, but rather, it is the closest technical party linking You to the worldwide databases of domain names.
As such, We commit Ourselves to providing You with the best possible service. This being said, due to Our contractual obligations with the Trustee Authorities and Registries, and which You must also abide by, Our services are limited in some of their technical, legal, regulatory and contractual aspects.

The rules enacted by the Trustee Authorities, the Registration Offices, and the Registries are available on their respective websites and on the “Terms & Conditions” page of Our website.

And You?

You are the owner of the domain name, meaning that You are the person or registered organization that has been declared as the owner of a domain name upon its registration, and visible in the public Whois database, which may be accessed for example, at http://www.gandi.net/whois (hereinafter the "Customer" or "You", "Your", or "Owner Contact").

It is therefore imperative that You provide exact, complete, and up-to-date contact information, and be able to prove Your identity and/or Your ability to act as the legal representative when the owner is a legally-registered entity (company, organization, etc.).

If the domain name is registered in Your name and/or Your account by a third party, You are also held accountable, as the registered owner (stated as such in the Whois listing of the domain name), by all the clauses of this present Contract and the proxy is required to provide You with a copy.

Likewise, if You grant a User License to a third party, You remain bound, as the owner, by all the terms and conditions of the Contract and You are fully liable for the use made of Your domain name.

For some TLDs, You are only granted an exclusive User License by the Registry for the domain name that You have chosen. This being said, however, You shall remain, in any case, bound by the same obligations.

Section 1- Description of the service

Gandi provides You with, within the framework of the present Contract, its services as an Internet domain name registrar, that is accredited in many extensions.

As mentioned in the preamble, Our service is one of a neutral technical intermediary between You and the registries and/or Registration Office and/or Trustee Authorities in charge of the various extensions, which essentially consists of the transmission of Your requests, under the condition that they respect Our Contracts and the mandatory rules of these organizations and Our own accreditation contracts that bind Us to them.

Section 2- Gandi's commitments

In addition to the commitments detailed in Our Contracts an under the strict respect if Your obligations and the technical conditions and limitations specific to each of these extensions, in its role as an Internet domain name registrar, Gandi commits to:

- Allowing You to formulate Your requests pertaining to the registration of and management of Your domain name, under the condition that You abide by the special rules that apply to the extension that You want to register, and its availability, via Our secure Interface, in such a way as to automatically transmit them to the Registration office, Trustee Authority, or Registry concerned.
- providing You, through Our website, with an automated, reliable, and straight-forward procedure to use Our services in a manner that is autonomous and secure via login codes,
- allowing You to verify the availability of a domain name before proceeding with its registration on Our interactive web interface, and to be informed of the special rules and conditions that are applicable to the extension that You want to choose, in order to allow You to be informed of them before You commit by registering Your domain name,
- providing a whois service, on Our website, that allows for free access to requests for the most up-to-date (meaning, with at least a daily update) information concerning all active domain names managed by Gandi for all extensions for which We are accredited.
- transmitting the data to the Trustee Authorities, and/or Registries concerned and within the deadlines required by the contracts that bind Us to them, in such a way that they are in the internationally-shared Internet domain name database,
- rapidly updating Our database used to provide public access to the whois database upon the reception of data updates concerning the domain name, to be made available and to be updated at least every 5 hours in the whois domain name database,
- Allow You to benefit, for You and Your Contacts, without additional charge, from Our Private Domain Name Registration service (under the condition that You abide by the contractual conditions applicable to this service), in such a way so as to protect Your contact information from being harvested on the Internet,
- informing You of the rules and conditions applicable to the various extensions that Gandi offers, within the framework of its registration service,
- refunding You in the event of a failed transaction (for example if the domain name is no longer available when We receive Your payment), provided that the transaction can be canceled and refunded by the Registry,

- providing You with optional additional services enabling You to manage and use Your domain name during the whole duration of its registration in Gandi's database and while it is active,
- allowing You to use the web host or Internet access provider of Your choice in the utilization of Your domain name and managing its DNS,
- allowing You to easily leave Gandi if You wish (except in the event of an infringement of the terms of the Contract, or in the event of a pending legal action or outstanding payment), at no extra cost (see Transfer of Your domain name to Another Registrar hereafter).

The limits of Our obligations and commitments and the conditions under which We may act upon Your Gandi account and/or Your Domain Name and/or additional annexed services that You may have subscribed to, are outlined both in Our Contracts and hereafter.

The limits of Our commitments, specifically related to domain name services provided by Gandi are mainly related to the Internet itself, to Our status as technical party, and to Our accreditation contracts with Trustee Authorities and Registries.

Section 3- Your commitments specifically pertaining to Our domain name service

You acknowledge and accept that the obligations listed in Gandi's General Service Terms and Conditions that concern You, whatever the subscribed service may be (Article 3 of Gandi's General Service Terms and Conditions) fully apply within the framework of the domain name management service provided by Gandi.

Consequently, You commit Yourself to assuring that Our services are used in a licit manner and in conformity to Our Ethical standards, and to identify Yourself to Our services and to respect and assure the respect of the technical specifications and limitations of Our services.

Additionally in accepting the present Contract and in using Our domain name services, it is Your obligation to continually assure that the following specific obligations are met.

3.1. Obligation of identification for the owner, the contacts, and the nameservers of Your domain name

As a reminder, You must identify Yourself within the framework of Our Contracts (notably Sections 3.4 and 4 of Gandi's General Service Conditions).

Additionally, this identification is a prerequisite to the providing of an Internet domain name registration service, as it is used to identify the owner as well as the administrative, technical, and billing contact of any Internet domain name, by integrating their contact information in a public whois database that is available to everyone in the world.

The information that must be provided for the registration of a domain name will vary depending on the domain's extension, and the rules that are set by the Trustee Authorities and/or Registries that manage the extensions in question, that are necessary for the functioning of the system for attributing domain names.

The necessary information is indicated at the time of their gathering, on Our website, in order to take into account the special rules of the chosen extension. These mainly are as follows:

- for the owner of the domain name: (1) if You are an individual: Your first and last name. If You are legal entity: Your corporate name, if relevant Your French identification number (SIREN, INPI or INSEE) and the name of Your legal representative; (2) a complete postal mail address; (3) an e-mail address; (4) a telephone number; (5) if relevant, fax number and/or cellular phone number,
- for each Contact for the domain: (1) if the Contact is an individual: first and last name. If the Contact is a legal entity: the corporate name, and the name of the legal representative; (2) a complete postal mail address; (3) an e-mail address; (4) a telephone number; (5) if relevant, fax number and/or cellular phone number,
- for the domain name, technical information: (1) IP addresses of the primary and secondary DNS (Domain Name Servers); (2) Names of these DNS. The DNS information are provided by Gandi if You have chosen some of Our optional technical services.

You declare to have been fully informed and to accept that by contract with the Registries and/or Trustee Authorities, as with any accredited registrar, We are contractually bound to gather this information and to communicate it to these parties and to make it public via the Whois database, both for You and Your contacts, as well as the creation date and Expiration date of Your domain name, in order to assure the good functioning of the worldwide domain name database, and the naming system in general.

In accordance with Gandi's General Service Conditions, this information, associated with the Gandi handle that You have associated to Your domain name, are fully under Your sole and entire responsibility, and are entered directly by You on Our web interface.

You commit Yourself, both for You and Your contacts, including in the event of a license of use, to provide information that is complete, exact, and reliable, and to keep it continually up-to-date, by Yourself and when requested, for all data associated to the registration of Your domain name so that they are permanently accurate and up-to-date and allow Us to easily contact You at any time, and to provide proof of this information immediately upon demand, if this is required from You (*notably to prove Your identify and/or street address or any special item that may be required for Your domain name's extension*).

As indicated hereafter and in accordance with Gandi's General Service Conditions, the failure to abide by these obligations is grounds for the suspension of Your account and/or associated services, and in application of the rules that govern the Internet domain name system, the cancellation of the registration of Your domain name (see Section 12).

3.2. Adhering to the specific rules of each extension for the registration and settling of disputes

The Registries and Trustee Authorities have special rules that must be strictly followed in order to register and maintain Your domain name in the global shared database.

Additionally, the Registries and Trustee authorities have specific rules that govern any dispute concerning the choice and/or use of Your domain name.

These rules, which Gandi must follow as well as Yourself, are incorporated by reference into Our Contracts. They are mentioned and accessible via Our website for each of the extensions managed by Gandi.

Consequently, You agree to abide by the Contract, including the specific rules that are set forth by the Registries or Trustee Authorities and to assure that each of Your contacts and beneficiaries of any license of use do the same, for each extension that You have chosen for a given domain name.

You commit to accepting to any alternate dispute resolution procedure and decision that is given in application of these rules, as described hereafter.

3.3. Choice and use of Your domain name under Your responsibility and guarantee

In addition to the terms of Our Contracts, within the framework of the present Contract:

- You agree to choose and use Your domain name and Our services in a way the always adheres to Our Contracts and all applicable laws of France,
- You commit Yourself to choosing and using Your domain name and Our services in a way that constantly respects the rights of third parties (intellectual property laws, personality rights, image rights, and the respect of private life, trademarks, etc.),
- You declare that to the best of Your understanding, neither the registration of Your domain name, nor the manner in which it is directly or indirectly used will not infringe upon the rights of a third parties or applicable law in France,
- You declare and guarantee to hold, throughout the duration of the Contract, all the rights, authorizations, licenses, or any other authorization necessary for the choice of Your domain name and to the use made of Our services, in such a way to be able to prove this immediately if necessary,
- You agree to not use Our services or Your domain name in a way that violates Our Contracts and to engage in, directly or indirectly, activities that are illicit, fraudulent, deviant, abusive or prejudicial in any way whether or not they are included in the framework of the optional accessory services if it happens that You are subscribed to them,

You are fully responsible for any and all consequences of disputes arising due to the choice and use of Your domain name, including for a user license granted to a third party, and of the use of Your Contacts' Access Codes. Gandi, the Trustee Authorities, and the Registries shall not be held accountable in any way concerning these aspects of the domain name.

You commit Yourself to facilitating the rapid resolution of any problem that may arise regarding Your domain name, and if necessary to provide Us with, as soon as possible, all information related to the identity of any third party having a User License on Your domain name.

In any case, You commit Yourself to indemnify and hold harmless the Registries and the Trustee Authorities and their directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to Your domain name registration.

This guarantee shall prevail after the end of the Contract, whatever may be the cause, and is the direct consequence of Our accreditation agreements with the Trustee Authorities and Registries.

You declare to understand and to accept that, due to Your guarantee, which will survive the present Contract, that You are susceptible to be answerable to any procedure launched against Gandi by any party, with regards to Your domain name (notably to the choice, registration, and use that was made of it while You were the registered owner).

Section 4- Prices - means of payment - billing

You agree to make all necessary payments, and/or to ensure that such payments are made, for the chosen services, according to the prices and conditions that are applicable at the time of Your order on Our website, in accordance with Gandi's General Service Conditions.

The payer and the owner of the domain name can be different people. Being only the payer does not give the right to claim ownership of the domain name. The owner is the person or entity clearly identified as such (owner or registrant) in the Whois database.

In accordance with Gandi's General Service Conditions, Your order will only be completed upon the full payment and validation of said payment within the mandatory deadlines. You cannot claim any right to a domain name for which the registration order or renewal order could not be completed due to this (Your domain name may not be registered, renewed, or restored).

Section 5- Service activation - cancellation right

Our main service, which consists of transmitting Your registration request (a given domain for a given period) and the payment of corresponding fees at the Registry in question is executed and paid immediately, in conformity with Gandi's General Service Conditions.

The activation of the service corresponds to the registration date of Your domain name in Our database.

In accordance with Gandi's General Service Conditions and French law, You acknowledge and accept that You cannot claim a refund for the early cancellation of Your domain name.

In accordance with Gandi's General Service Conditions and French law, You (as You are defined as a consumer according to French law), acknowledge and accept that the right of cancellation does not apply if the service is activated before the completion of seven calendar days as indicated in French law.

Section 6- Duration and validity of the domain name and the Contract

The present Contract becomes effective upon the subscription of the service via Our web interface and its acceptance within this framework, in accordance with the contractual context described in Gandi's General Service Conditions.

The duration of the present Contract depends on the validity (active duration) of Your domain name.

Depending on the constraints that are applicable to each type of request and each extension, You choose the duration (from one to ten continuous years) for which You would like to register or renew Your domain name at the Registry, via Our service. You can see for how long each extension may be registered (or renewed) on Our website.

Note that if Our service is provided instantly, however, whatever the duration of validity of Your domain, the mutual obligations that result from its registration (or renewal, if applicable) remain in force until the expiration date of the domain name, as specified in Our Whois (http://www.gandi.net/whois) or on Our website page dedicated to Contacts (hereinafter referred to as “Expiration” date).

Consequently, the present Contract may begin after the registration date of Your domain name in the public whois database (for example in the event of a transfer to Gandi while the registration of the domain was initially performed at another registrar).

Consequently, the Contract and all the optional additional services subscribed to, shall rightfully end along with Your domain name at Gandi, without any other necessary action, either on Your part or on Ours, except is stated otherwise in the Special Sales Conditions for some extensions or on Our website.

In order to not lose Your rights over a domain name (and avoid any disruption in service of any optional service that You may have subscribed to), You will be able to request its renewal via Our website before its Expiration date if You wish, for the duration You choose and in accordance with current terms and conditions (trustee authority and Registry) of Your Contract at the time of renewal.

You may also terminate Your Contract before its expiration date, by requesting the anticipated deletion of Your domain name or its transfer to another Registrar, in accordance with the conditions specified below, which will also terminate the optional accessory services, except as mentioned to the contrary in any of the corresponding Contracts.

On the contrary, if You transfer the ownership of Your domain name to a third party, also outlined hereafter, the Contract will be passed to the new owner. The new owner shall then accept to be bound by all Gandi's domain name contractual terms and conditions for the remaining duration of the domain name's validity, unless he/she terminates the Contract (by anticipated deletion or transfer to another Registrar), or if the new owner has accepted a new version of the Contract.

The violation of Your obligations may lead to the termination of Your rights to the domain name, as described hereafter.

Given such express intent and in accordance with Our obligations with the Trustee Authorities and the Registries, some of Our obligations will remain effective even after the termination of the Contract or the Expiration of the domain name. This applies in particular to the bond of indemnity in case of damage caused by the registration or use of Your domain name, or the infringement of the terms of the Contract and/or the rights of third parties, as specified below.

Section 7- Using Our domain name registration service

7.1. Your domain name management interface

In accordance with Gandi's General Service Conditions, Your secure management interface allows You to manage Your Gandi Account and domain names that are associated with it, in an autonomous manner via Your Access Codes.

The subscription to any service or option is done within the contractual process described in Gandi's General Service Conditions via Our secure management and administration interface.

This interface notably allows You to do the following, autonomously, and under Your full responsibility:

- verify the ability of a domain name at the time of Your request,
- verify the list of Your domain names, their expiration dates, the information provided for each of them and the DNS that is associated with them, as well as any technical information that concerns them,
- make any request pertaining to Your domain name and to subscribe to or modify Your optional accessory services in an autonomous way via Your Access Codes (Gandi handle and password),
- subscribe, modify and/or cancel any optional accessory service to Your domain name, during the entire duration of Your domain name's validity at Gandi, under the condition that You adhere to the Contracts that are specific to these services,
- modify and update the contact information that is associated to Your domain name, and notably to Your contacts,
- proceed with the technical modification to Your domain name.

7.2. Your contact and handles

For the duration of the Contract, You manage and use Your domain name on Our customer Interface, using “Contacts” in charge of the administrative, technical, or billing management of Your domain name.

Personal Access Codes are given to these Contacts (*Gandi handle and associated secret password*).

You can assume the contacts' responsibilities, or delegate them in full or part to third parties.

As indicated in Gandi's General Service Conditions, the password is strictly personal and is under the sole responsibility of its holder who will take all necessary precautions to preserve its confidentiality.

If You choose to delegate, in part or in full, the Contacts' responsibilities, as well as if You grant a User License for Your domain name to a third party, You assume full responsibility for assuring that Your licensees and all beneficiaries of the License to Use uphold and abide by the terms and conditions of the Contract. These persons should be aware of and have accepted that:

- the identity and contact information of the Contacts, which You are required to keep constantly up to date, correct, and

accurate, are published in the public whois database (unless You have activated the Private Domain Registration service for all or some of the Gandi handles that are associated to the contacts of Your domain name, for compatible extensions),
- **being a Contact or a payer of a domain name does not entitle this Contact or payer to claim ownership of such domain**, mentioned as such in the Whois,
- if necessary, We reserve the right to take action against the declared Contacts or the person who made payment on Your behalf.

If You have delegated the functions of Contact of Your domain name to one or more third parties, they may act in their function as such, in Your name, and on Your behalf and under Your responsibility both with regards to Your domain name as well as any other optional accessory service to Your domain name at Gandi, in accordance with the Contracts that are applicable to each of these services.

If You would like to manage the Your domain name exclusively, You just need to assign Your Gandi handle to all the contacts of Your domain name, and not just assign it as the owner. You cannot change the contacts that are attributed to optional accessory services.
The modification of contacts associated to Your domain name is done online, via Our secure interface by logging in with Your Access Codes.

In all cases, You assume full responsibility for the adherence to Our Contracts and applicable law by Your contacts and will be held responsible in the event of a violation by any of Your contacts acting in their function as such in Your name and for Your behalf.

Section 8- Description of the primary services

Section 8.1. Domain name registration at Gandi

8.1.1. Creation of Your domain name

You will make Your domain creation request via Our secure web interface.

Unless the domain name is unavailable, prohibited, or reserved, for which a list is set by the Trustee Authorities and the Registries and for which registration will be impossible, We have absolutely no control over the choice of Your domain name. **You shall make the choice Yourself and be fully accountable to that choice**. The registration of a domain name does not mean in any way that a domain name is legal and that You have the right to register and/or use it, which You must assure prior to the creation and subscription by Yourself.

You shall be asked to verify and validate the name chosen before its final registration. But once the registration is made, You shall not be able to modify the name of the domain. If You make a spelling mistake in the name of the domain, You shall be able to make a new registration of the domain name, and if You wish to, to ask for the anticipated deletion of the domain name registered with a mistake. Nonetheless, You shall not be entitled to claim any compensation or refund.

Domain name registration is granted on a "**first-come, first-served**" basis. Requests are processed in chronological order. Your request is automatically sent to the Registry concerned.

Once Your request has been processed by the Registry, We shall send You a confirmation e-mail (see the contractual process as detailed in Gandi's General Sales Conditions).

We draw Your attention to the fact that the registration process within the naming system is very fast. Therefore, a domain name that may be available at the beginning of Your request, might no longer be available when We receive Your payment (particularly if You pay by check) or Your documents/proof(s) of identity. In this case, or unless otherwise stated by the Trustee Authorities or the Registries, We shall refund You for this transaction. But We can not be held liable for the unavailability of the domain name, unless it can be clearly demonstrated that Gandi has been at fault.

8.1.2. Transfer of Your domain name to Gandi ("incoming transfer")

The rules applicable to the transfer of a domain name from another Registrar to Gandi are different for each TLD, and are outlined in the Special Conditions.

Our service consists of assisting You in performing the necessary procedures. Transfers are not immediate, and require the participation of several actors and does not depend directly on Us.

It is subject to the different restrictions depending on the extensions, and notably:

- Your precedent Registrar may refuse the transfer to Gandi for reasons that it must state to You (for example if You have unpaid fees, if a dispute is underway, or other specific motifs),
- the transfer is not possible:
- if a legal or extralegal process is underway,
- within the first sixty (60) days following a domain's registration, unless otherwise stated by the Registry concerned.

If the transfer fails for a reason that is beyond Our control *(for example, if one of the actors refuses or does not authorize the transfer, a status that technically prevents the transfer: expiration date passed, domain locked against transfers, etc.)* We cannot be held responsible. Nonetheless, We can assist You in identifying the problem and help You resolve it.

When the transfer is successfully completed, Your name and domain will be registered in Our database.

The transfer to Gandi does not modify the DNS, unless You choose this option from Our transfer interface. In this case, the operations will not be simultaneous, but rather, successive: We will proceed with the DNS change once Your domain name has been transferred to Our service. In any case, during the transfer process, which can take several days between Your request and the actual transfer of the domain name, the DNS cannot be changed. The services that are available for Your domain name (website, emails, etc.) must continue to function. To assure this We suggest that You contact Your DNS provider before the transfer in order to assure no disruption in service.

We draw Your attention to the fact that the validity period of the domain name can be modified during an incoming transfer.

Please carefully read the special conditions of each extension regarding this subject.

The request for a transfer to Gandi implies the acceptance of the current applicable Contract.

8.1.3. Domain name modification and management

There are two ways of modifying Your domain name at Gandi: those that You and Your contacts can do autonomously and online on Our secure web interface via Your respective Access codes, and those that require Our manual intervention.

In accordance with information that is available on Our website, each contact has specific rights that are attributed to them depending on the role that You have given them, so that any actions/modifications that can be carried out on Your domain name cannot be done so in an indiscriminate manner by all the contacts.

As owner of Your domain name (designated as such in the public Whois database), You may access, modify, update and/or correct directly and autonomously, all the data connected to Your domain name, without needing Gandi's assistance.

The modifications are then automatically made in Our database, sent to the Registry and then made public in the Whois database, without any manual processing on Our part, and under Your full responsibility.

As indicated on Our web site, some changes however require a specific intervention on Our services and/or the transmission of proof of ID, etc.

You must then supply the necessary documents, in the manner described on Our web interface.

Your demands will only be processed upon the reception of all the necessary documents, and if necessary, the validation of the full payment necessary. You agree that We can not be held accountable if the modification would no longer be technically possible.

8.2. The end of the registration of Your domain name at Gandi

8.2.1. Expiration of Your domain name

Note that Your domain is registered in the worldwide domain name database for the duration that You choose, during the domain's registration according to the rules in force for the extension in question.

Every domain name therefore has a given duration which is mentioned in Our Whois (http://www.gandi.net/whois) and in the globally-shared database.

If You do not renew Your domain name within the necessary deadlines and under the necessary conditions, You will lose all rights to the registration of this domain name upon the expiration of its duration (hereafter referred to as "Expiration").

This domain name, which consequently falls into public domain, may therefore be made available for registration on a first-come, first-served basis.

8.2.2. Early deletion of Your domain name

The procedure to follow in order to delete Your domain name before its expiration date is described on Our website.

This deletion is definitive, and will lead to the early termination of the present Contract without any additional formality or penalty.

The anticipated deletion of Your domain name shall not entitle You to any right of compensation or refund. This is because Our primary service is of immediate effect, and that We have provided in whole when You created or renewed or transfered Your domain, and that We have entirely paid the Registry concerned, which will not refund Us for the corresponding amount(s). This condition is a result of the naming system, and applies to Us as well as to You.

8.2.3. Transferring Your domain name to another registrar

You can leave Gandi for another Registrar, by following the transfer procedure of the Registrar that You have chosen, except in cases that are not possible due to the specific rules of the extension in question.

If applicable, remember to first unlock Your domain name on Our website from Your management and administration interface.

We will not charge You any fee for this procedure, as long as You are up-to-date with all payments due for Your domain name when We receive the transfer request from the Registry (domain name not blocked, expired, or having outstanding payments).

8.3. Renewal and restoration of Your domain

Except if You have activated a specific option through Our secured Interface, the renewal of a domain name is not automatic. It must be expressly requested by You via Our web Interface before the domain name's Expiration date.

We commit Ourselves to notifying Your Contacts by e-mail at least thirty (30) calendar days before the the domain name's Expiration date.

In the event that We have not yet received payment prior to the Expiration date, Your domain name will be deleted at that time.

However, if the Trustee Authorities allow, and depending on the terms and conditions specific to each TLD:

- We precede a domain's deletion by a 'Hold' period, that does not exceed 45 calendar days during which it is still possible to perform a late renewal of the domain name,
- if Your domain name has been deleted, it is possible in certain extensions to have an additional grace period (variable depending on the extension) so that You can restore the domain name if You wish,
- At the end of this period, the domain name will be made available for new registration to the public on a first-come first-served basis.

Concerning these processes, We suggest that You refer to the specific rules of the extension of Your domain name, as outlined

in Our special conditions applicable to the extension of Your domain name and/or in the conditions and limitations stated on Our website.

8.4. Owner change

Unless otherwise stipulated in a rule set forth by the Trustee Authorities or the Registries, You can assign Your domain name to a third party, by following the procedure outlined on Our web Interface and paying the appropriate amount.

The ownership change requires a manual process (definition in Section 8.1.3) and on Our website. An owner change process may require Our intervention act indicated on Our website.

An owner change does not necessarily include the renewal of the domain name, which must be expressly requested as a separate transaction.

You are bound to the Contract as long as Your personal information is displayed in the Whois.

Within the framework of this procedure, the new owner will confirm his desire to substitute for You, and to accept to be accountable to the present Contract the special conditions applicable to the extension of Your domain name and Gandi's General Service Conditions in Your case, in addition to the Contracts that are applicable to the optional accessory services of Your domain name.

Changing the owner of a domain name does not automatically end any additional accessory services that are attached to it.

It will therefore be Your responsibility to cancel any service before changing the domain's owner either by deleting all Your content of Your optional accessory services by Yourself that You do not want the new owner of the domain name to have access to, who will, as a result of the owner change, obtain all Your rights and obligations.

Section 9- Your cancellation right

As mentioned above, You may choose to terminate the Contract early via Our secure management and administration interface via Your Access codes, by changing the owner of Your domain name to a third party (Section 8.4 above), by transferring it to another domain name registrar (outgoing transfer, Section 8.2.3 above) or by requesting its early deletion (Section 8.2.2 above).

Nonetheless, and in accordance with applicable domain name rules and unless otherwise stated by the special conditions applicable to each extension, You cannot proceed with an owner change, an outgoing transfer, or an early deletion of Your domain name in the following cases:

- within the first sixty (60) days following the initial registration of Your domain name, unless otherwise stipulated in policies set forth by the concerned Registry,
- in the event of a dispute regarding the domain name or its use,
- in case of an outstanding payment,
- in case of an expired domain name.

The cancellation of the present Contract will lead to the immediate cancellation of optional additional services of Your domain name without any additional formality, unless specified otherwise in the Contracts that are associated with each service, to which We recommend that You consult prior to taking any action. By express agreement, We cannot beheld accountable for any direct or indirect consequences of the cancellation of the present Contract.

Section 10- Optional accessory services

In addition to the domain name, We provide You with, as an option, additional services as described on Our website that You can use with Your domain name while it is registered at Gandi.

These services allow You, for example, to manage email or website forwarding from Your domain name, or to manage Your DNS.

You can, at any time, during the validity of Your domain name, and under the condition that it is active, subscribe to these services or to cancel them without any fee unless there are special conditions concerning them in Our Contracts or special rules to the contrary that are set by the Trustee Authority or Registry in charge of the extension of Your domain name.

We also provide You with a service that protects Your email address against being obtained automatically by bots, so as to help fight against spam (this is the "anti-spam protection"), and to protect Your domain name against transfers, which are options that are activated by default on Our interface. You can deactivate them or reactivate them at any time during the term of the Contract, with the exception of the domain transfer protection if there is a dispute underway concerning the domain name and it has been blocked for this reason by Our services. Note that such a blockage does not have any effect on the resolution of Your domain name in the Internet.

In return for the ability to use these optional accessory services, You commit Yourself to **abiding by technical specifications and conditions of use** that are associated to each of these services as described on Our website (for example: limitation of the size of emails and attached files, whether it concerns email forwarding or the GandiMail service) and You must first accept this prior to the subscription to the said service.

You will notably forbid using Our services, directly or indirectly to send spam (unsolicited bulk email).

You acknowledge that We will perform Our best effort to assure the functioning of these services.

Such a use of Our optional accessory services perturbing the functioning, leading to complaints on the part of third parties, or that are illegal to applicable law, or to the technical limitations and conditions that are associated to each service, constitutes a serious breach of Contract and **may lead to the immediate suspension** of Our services and the early termination of the present Contract without notice, without You being able to claim a refund, and without Gandi being held responsible in this regard.

Section 11- Special rules concerning disputes

Special policies and rules have been set forth by the Trustee Authorities and the Registries for settling disputes regarding domain name selection, registration, and use.

These policies and rules vary depending on the TLD, incorporated therein as references.

When registering a domain name, You acknowledge being aware of these rules and You accept to comply with them.

In addition, You expressly agree to abide by any alternative applicable procedure for dispute resolution that may be set forth regarding Your domain name.

These policies and rules do not hinder the application of common law regulations of appropriate judicial or arbitral jurisdictions that shall remain applicable. These policies and rules have been implemented to allow the rapid and efficient resolving of disputes regarding domain names, providing an appropriate solution considering the particular nature of the dispute.

Consequently, You expressly accept that any dispute relative to the choice, ownership or use of the domain name shall be under the jurisdiction of an arbitration panel or a commission accredited by the Trustee Authority of Your domain's extension.

You expressly agree that We, or the Trustee Authorities, or the Registries shall act on Your domain name in accordance with the conditions specified in Sections 13 and in accordance with the rules and policies specific to each TLD, in application of the Our special conditions.

Section 12- Suspension/cancellation by Gandi

12.1 Suspension/cancellation with notice

Any breach of Contract, which has not been rectified to Our satisfaction within fifteen (15) calendar days despite Our notification sent to You, We shall be entitled to terminate the Contract and the associated services without any legal formalities, and without You being entitled to claim for any indemnity of refund, no matter how much time remains in Your Contract when this action occurs.

12.2. Suspension/cancellation without notice

12.2.1. In the event of a serious breach of Contract

You acknowledge that, within the framework of Gandi's domain name services, the following elements shall be considered as a serious breach of Your obligations:

- any serious breach of Your obligations such as defined in Our Contracts, and notably in the choice and/or use of Your domain name, directly or indirectly, in violation Your obligations in application of Gandi's General Service Conditions (Section 3) and which have been defined there as a serious breach of Your obligations.

In accordance with Our Contracts, We remind You that:

- any serious breach of Your obligations is grounds for the suspension/deactivation or deletion of Your domain name and/or Your Gandi account, and consequently all the optional accessory services without any formality or notice,
- Gandi cannot be held responsible for the consequences, direct or indirect, that result from the suspension, deactivation, or deletion of You domain name and/or Your Gandi Account, and consequently, any optional accessory service that may be associated to it, which is up to You, whether with regards to any users or people to whom You may have granted some rights to Your domain name, or all or some of the services that might be associated with it,
- You cannot claim any indemnity or refund from Gandi for this act, other than Your prosecution in application of the penalties mentioned in legislation in force and in Our Contracts.

12.2. If Gandi is constrained by law

You accept that, in accordance with applicable law in France, and Our Contracts, We can proceed with the immediate suspension or deletion without notice of Your domain name and/or Gandi account and, consequently of any service or option associated to Your domain name and/or Gandi account:

- to meet a legal or regulatory obligation or in application of the rules that govern Our activity as a domain name registrar, or,
- in application of a ruling made by a competent authority (and notably a ruling of a court or arbitration panel),
- for some optional accessory services if We receive a complaint in due form in accordance with French law concerning all or part of You website or its contents withing the framework of the hosting service that You subscribed to.

Section 13- Actions by Gandi, the Trustee Authorities, and the Registries

The Trustee Authorities and the Registries may have to intervene during the registration of Your domain name, in the databases that they respectively manage, according to the rules that they set forth, and that warrant the validity of Your domain name registration with the corresponding Registry of Your domain name.

These rules are specified in the special conditions specific to each TLD, and are also presented on Our website.

Gandi, whose task is to transfer Your requests to the above mentioned entities, shall not be able to process requests that You may send Us if Your domain name has been suspended, put on hold, or terminated by the Trustee Authority or the Registry in charge of the TLD of Your domain name, or in application of a ruling of a competent authority.

You expressly accept that We can suspend, modify, transfer, or delete the domain name, and/or suspend or cancel optional additional services, in the following cases:

- in order to correct mistakes made by the Registry or by Us,
- if payment is rejected or canceled (ex. rejected check or credit card). We shall then be entitled to either delete, or to put a hold on the unpaid domain name until the settlement of the outstanding payment or until the domain name's Expiration,
- if We are made aware of a dispute related to the domain name itself or its use, We shall block the domain name, until a ruling has been made,
- in application of a ruling made by a Court, an arbitration panel, or an administrative commission accredited by a Trustee Authority, with regards to an alternative dispute resolution procedure pertaining to Your domain name, or any document in force between the two parties concerning Your domain name, in accordance with the rules applicable to the extension in

question and all current applicable Laws and Regulations,
- in application of a legal or regulatory ruling or injunction from an appropriate authority.

You expressly agree that neither Our liability nor that of the Trustee Authorities or Registries shall be engaged under the above circumstances. Additionally, You shall, if necessary, be liable to pay compensation for damages resulting from the any infringement of the terms of the Contract, in addition to the sentence for which You shall be condemned as a result of the infringement of current applicable laws and regulations.

Section 14- Exclusion and limits of Gandi's liability

Besides the exceptions and limitations of responsibilities described in Gandi's General Service Conditions, You acknowledge and accept that neither Gandi, the Trustee Authorities, or the Registries can be held liable for the consequences of the cancellation, suspension, transfer or refusal to grant a domain name, resulting from the enforcement of rules set forth by the Trustee Authorities and the Registries, or for the execution of a legal, arbitral ruling or an administrative commission's decision.

We must indeed make such interventions on Your domain name, in accordance with Our own contract with the Trustee Authorities and Registries, and You expressly accept this.

Therefore You agree that We shall not be held liable in the following cases:

- inability or refusal by a Registry to grant the domain name You wished to register,
- failure to register or modify a domain name for reasons beyond Gandi's control and despite Our reasonable efforts,
- problems caused by a breach of Your contractual obligations, particularly in the event of an infringement of the technical specifications or limitations of Our services, of loss or communication of passwords, of providing inaccurate or outdated personal information, or if You have not provided the required documents,
- illegal or prejudicial domain name registration or use, for which You shall be held fully liable,
- consequences of the enforcement of a ruling of a competent authority,
- unavailability of Our services caused by a failure of one or several technical parties involved (Internet, telecommunications companies, Registries...) despite Our reasonable efforts,
- or more generally, by Force Majeure or in a general manner by any event beyond Our control.

By express agreement between the parties, Gandi cannot be held liable for direct or indirect losses, particularly of a commercial nature, or of operational losses, connected to the use or dysfunction of Our services.

In any event, You cannot claim any amount of indemnification greater than that which has been paid to Gandi in return for the service that is made unavailable for the duration of the aforementioned period of use or dysfunction of Our services.

Section 15- Contact information - Whois database

Information provided

During the creation or modification of Your domain name, You will be asked to provide contact, personal, and technical information concerning You and Your contacts. The full list of the information, and whether or not it is mandatory in order to benefit from the service are described above, and on the entry form that is available to You at any time on Our website.

Purpose of this information

The information that We gather within the framework of Our services, such as those listed above and mentioned at the time of Your entering them online on Our website, allow for the registration of Your domain name and is automatically processed by Our databases and those of the Registries.

This information is made public in the globally shared Whois database and may be consulted by anyone, including by third parties, via Our Whois available on Our website (http://www.gandi.net/whois), and on the websites of all other Registrars, Registries, and organization allowing public access to this tool throughout the entire world via the Internet, including in countries providing a lower level of protection for personal information.

Moreover, all information provided to Gandi and collected by Our system shall be processed so as to ensure the proper functioning of the services that We provide You with.

This information shall be evidence of the proper execution of the Contract and shall be appropriately recorded in accordance with current applicable laws and regulations that bind Us to the registries and trustee authorities. Gandi and the Registries shall be required to communicate such information, for instance, in order to comply with legal or regulatory obligations, or to abide by a request made by a judicial authority, the Trustee Authorities, or the Registries.

Information reliability, access, modification, and updating

You commit Yourself to providing Us with full, accurate, and reliable information, including in the event of a License to Use.

You assume full responsibility with regards to the information provided, and You shall be able to modify them Yourself via Our website, using Your Access Codes. You shall then be able to exercise Your rights regarding the access and modification of Your personal information, in accordance with current applicable French Law.

In application of the regulation of the Trustee Authorities and Registries, failing to abide by this obligation shall constitute a material breach of the Contract and be a basis for the cancellation of the Contract and deletion of Your domain name. Additionally, this may make You liable for damages, as specified above.

You assert to have informed each of Your Contacts that their personal data will be automatically processed and will be published on the Internet in the Whois database. You affirm that You have gotten their express and prior consent for the processing of their data during this Contract.

You and Your Contacts have the right to refuse the processing

and storage of Your personal data. This being said, however, as the naming system requires that the Owner and Contacts of domain names be displayed in the Whois, You can only exercise this right by deleting Your domain name with some exceptions (see special conditions, notably for .FR and .EU domains) or the activation for applicable extensions of Our Private Domain Registration service for the Gandi handles that correspond to all or some of the contacts of Your domain name.

Section 16- Contract modification and prices

The Contract and prices are subject to modifications, notably in order to take in to account any changes in legal jurisprudence, regulatory, or technical changes, as well as rules that are made by the trustee authorities and the registries.

Notably, when We are required to pass on the obligations that are imposed upon Us by the trustee authorities or the registries with regards to Our own accreditation contract, Our Contract is subject to change to take into account these modifications which occurred independently of Our will, and apply to Us as well as You. These modifications will take effect in conformity with Gandi's General Service Conditions.

Section 17- General provisions

Our tolerance, if any, of a contractual failure on Your part can not be considered as a waiver of Our right to invoke such failure. In the event of any clause of the Contract being declared void, other stipulations shall remain in force to their full extent. The preamble, the annexes, and the special conditions specific to the TLD or optional services are an integral part of this Contract.

Section 18- 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.

You agree that You have been informed and expressly accept that if no amicable solution is found, in accordance with current French law, and unless there exists a clause to the contrary, any dispute concerning the validity, interpretation or execution of this Contract shall be referred exclusively to the competent jurisdiction in the region where Gandi is registered for the providing of the service concerned, and therefore at location of Gandi SAS (Paris).

In addition, You acknowledge and accept that You may appeal, notably in the framework of claims under guarantee; under any other jurisdiction for which the procedure may have been filed by or against a third party.

- end of the Terms and Conditions of Domain Name Registration at Gandi -

The present Contract is covered by copyright – reproduction is forbidden