

GANDI – GENERAL TERMS AND CONDITIONS OF DOMAIN NAME REGISTRATION

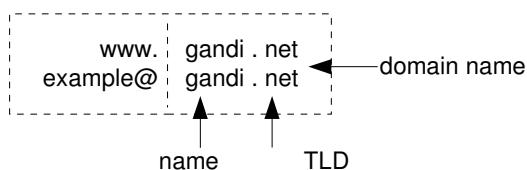
Version 2.1 - April the 6th, 2010

You will find below the terms and conditions of domain name registration set forth by: Gandi SAS, a simplified joint-stock company with a capital of €37,000 with its headquarters located at 15 place de la Nation in Paris (75011) FRANCE, registered at the *Paris RCS* – French Trade Registry under number 423 093 459, VAT number FR81423093459, phone number +33(1).70.37.76.61, fax number+33(1).43.73.18.51, Website: <http://www.gandi.net> (hereafter referred to as “Gandi“ or referred to with “We“, “Our“, “Ours“, “Us“, “Ourselves”).

INTRODUCTION: THE DOMAIN NAME SCHEME

What is a domain name?

A domain name is an alphanumerical Internet address, made up of 2 parts: a name that is chosen by the future owner of the domain name and a TLD (Top Level Domain, or extension). It is most often used to name a website or an e-mail address such as:



What is a domain name used for?

If www.gandi.net or gandi.net (domain name) seems easier to remember than 217.70.177.41 (IP address), then you 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 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. Gandi provides access to this Whois on its Website at the following address: <http://www.gandi.net/whois>.

Who makes the rules?

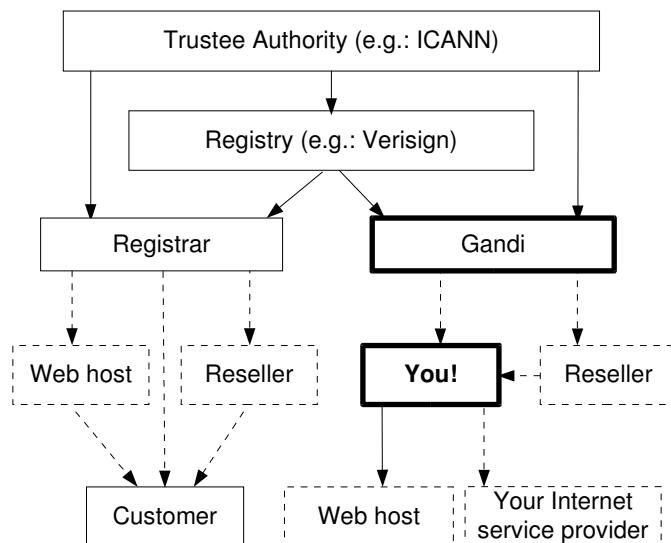
All applicable rules are set forth by the “Trustee Authorities” (such as ICANN) and the “Registries” (such as Verisign, Afilias, Neulevel, PIR, etc...) in charge of managing each respective TLD at the international level. These entities establish the assignment, managing, and modification rules of domain names, to which all accredited Registrars 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 of Our 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 and the Registries are available on their respective Websites and on the “[Terms & Conditions](#)” page of Our Website.

PREAMBLE

The purpose of the present general conditions is to define the services offered by Gandi regarding the registration and management of domain names, and the ensuing mutual obligations.

Additional information to the present general conditions can be found on Our website at: <http://www.gandi.net> (hereinafter referred to as “Our Website”) as well as the present conditions displayed in electronic format preceding the definitive conclusion of the contract, namely:

- special Conditions applicable to the chosen TLDs, and rules issued by the Trustee Authorities and the Registries,
- special Conditions applicable to optional additional services,
- legal notice and Terms of use of Our Website and Our services,
- technical and price sheets.

To register a domain name or subscribe to one of Gandi's services, you must have read and accepted the terms on all of these documents, which are an integral part of Gandi's domain name registration contract, and are together referred to hereinafter as the "Contract".

OUR RESPECTIVE COMMITMENTS

Section 1- You are the owner of the domain name

The customer, hereinafter referred to as the "Customer" or referred to as "You", "Yours", "Your", "Yourself", is **the owner** of the domain name during the entire period of the domain name registration in Gandi's database. The Owner is the individual or legal entity declaring itself as the owner when registering the domain name, and whose name is displayed as Owner (or registrant) in the "Whois" database, available for example on <http://www.gandi.net/whois>.

It is therefore important that You provide Us with accurate personal information and that You update this data regularly.

If the domain name is registered in Your name and/or on Your behalf by a third party, You must also, foremost, abide by all the terms and conditions of the present Contract, and the agent is required to give You a copy of this Contract. 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 a 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.

You, Your representatives, and the third parties who benefit from the License to Use, declare that You have the legal capacity and are entitled to subscribe to the Contract and assume the ensuing responsibilities.

Section 2- Gandi's commitments

As a technical agent, Our main service is to send Your requests to the appropriate Registry, to allow You to register and manage Your domain name, in accordance with the Contract and the current applicable Laws and Regulations.

In this context, We commit Ourselves to:

- providing You, through Our Website, with an automated, reliable, and straight-forward procedure to use Our services in an anonymous and secured manner,
- providing You, through Our Website and at no additional charge, with online information and technical support (e-mail-based support),
- processing Your requests as soon as Your payment has been received, and seven (7) business days thereafter at the latest,
- reimbursing 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

- cancelled and refunded by the Registry,
- providing You, at no extra cost, with optional additional services enabling You to manage and use Your domain name during the whole duration of its registration in Gandi's database,
- allowing You to use the Web host or Internet access provider of Your choice,
- 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,
- endeavoring to control cyber-squatting and spamming,
- taking all necessary actions to protect Your personal data against loss, inappropriate use, access, disclosure (except for data published in the Whois), unauthorized alteration or destruction, and to enable You to exercise Your access, rectification, and opposition rights regarding Your personal information. In order to protect Your rights, We check by default a box that corresponds to an action protecting You against the transmission of Your personal data to third parties for marketing purposes.

The limits of Our commitments are detailed below, in particular in sections 18, 19 and 20. They 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

In return, You commit yourself to:

- choosing and using Your domain name in accordance to all local laws and legislation, in particular those of France;
- choosing and using Your domain name and Our services in accordance with the rights of third parties (in particular intellectual property, right of the personality, image, private life, copyrights, ...). Please note that You shall bear all responsibilities in the event of a dispute arising from Your choice or use of Your domain name, including a License to Use,
- not using Our services, or Your domain name, to participate, directly or indirectly, in any illegal, fraudulent, deviant, and/or prejudicial practices, of any sort whatsoever,
- abiding by the Contract's terms and conditions, including all specific rules applicable to domain names as set forth by the Registration Offices, Trustee Authorities and the Registries, and to making sure that the Contacts also abide by them, including in the event of a License to Use,
- complying with the technical specifications and limits applicable to Our services,
- providing complete, accurate and reliable personal information about Yourself and Your Contacts, and to update this information on a regular basis,
- pay in full for the services ordered, within the time limit. Failure to do so, Your request shall not be processed and Your domain name shall not be registered, renewed, or restored.

You agree and accept that You are explicitly **prohibited** from using Our services in order to participate, directly or indirectly, in any way whatsoever, in:

- provocation, eulogy or encouragement to commit crimes or offenses, and particularly crimes against humanity,
- eulogy or encouragement of racial hatred,
- activity or Content of racist, xenophobic, or negationist character,
- activity or Content of pedophile character, or that is liable to constitute or be associated with, either directly or indirectly,

- child pornography, or the trivialization of such acts,
- eulogy or encouragement of violence, suicide, or the use, production, or distribution of illegal substances, or acts of terrorism,
 - any attack or hacking of a third party's computer system, or the illegal collection, processing, or transmission of data;
 - any propagation of computer contaminants, or hacking activity of any sort whatsoever, whether it concern Our services, or Our IT system, or any other service or system linked to the Internet, regardless of the technology and method used (for example, use of an automated program),
 - any activity that is linked, directly or indirectly, to any of the spam activities listed in the « Spamhaus » Register (Register of Known Spam Operations -ROKSO, that can be viewed on <http://www.spamhaus.org>). You also commit Yourself to not reselling of all or part of any of Our services to any person that is listed in this Register,
 - any infringement of Gandi's intellectual property (in particular its trademarks, logos, graphic charter, etc).

Consequently, You shall refrain from making any such use of Our services, and You guarantee that You have obtained, for the entire duration of this agreement, all the necessary rights, authorizations, and licenses, or any other element granting You the right to use Our services and, more generally, with regards to Your use of Our services, in such a way that You are able to prove this immediately upon request.

You acknowledge that such prohibited use of Our services constitutes a serious breach of contract, which shall be lead to the suspension or even cancellation of the services, including regarding the optional services added on Your domain name and/or on Your Gandi Account, without prior notice, and without You being entitled to claim any compensation from this act, and may be grounds for Your prosecution for the prejudice caused, and application of the penalties mentioned in legislation in force.

PAYMENT – PERIOD – CONTRACT AMENDMENTS

Section 4- Payment

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.

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.

You acknowledge that We shall only process Your orders on receipt of the full payment of such orders, at the latest seven (7) business days following the receipt of the full payment.

If the payment is made by cheque, make sure to write the transaction number on the back of the cheque, otherwise We shall not be able to process it and the cheque will be returned.

Please note that if You wish to send Us a cheque, We shall not be held responsible for postal delays.

If the payment is rejected or cancelled (by either cheque or credit card payment), and if You fail to reply to Our e-mails requesting payment, We will be entitled to delete or set a hold status on the unpaid domain name, until payment is settled or the domain name expires.

Section 5- Period of validity of the domain name and duration of the Contract

Depending on the restrictions applicable to each type of request and to each TLD, You choose the duration (from one to ten consecutive years) for which You intend to register or renew Your domain name through Our services.

Our main service, which consists of forwarding Your domain name registration request (a particular domain name for a particular duration) and Your payment to the appropriate Registry, is immediately processed and paid for.

On the contrary, the mutual obligations ensuing from the registration of Your domain name lasts for the whole duration of the domain name, and failing to abide by Your Obligations may result in the loss of Your rights over Your domain name, as explained below.

The duration of the present contract depends on the validity (active duration) of Your domain name. The contract becomes effective upon the domain name's registration date listed in Our database, and remains 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 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 TLDs.

In order to not loose Your rights over a domain name, 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 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 in Section 15.

On the contrary, if You transfer the ownership of Your domain name to a third party, which is also outlined in Section 15, the Contract will continue with 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.

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 in Section 18.

Section 6- Contract and price amendments

The Contract and Our prices are subject to change, mainly to take into account any and all jurisprudence, legal and technical changes, as well as rules set forth by the Trustee Authorities and Registries.

Considering that We have no choice but to pass on to You all accreditation contract obligations We hold with the Trustee Authorities and Registries, Our Contract with You can also be modified, in order to include changes that are beyond Our Control, and which We, like You, must comply with.

The reviews and successive versions of the Contract and the changes of Our prices, will be published on Our Website and You will be notified by e-mail thirty (30) days before the application date of such changes.

If You do not accept these changes, and as long as You do not formally accept these new amendments, You shall be entitled to end the Contract, in accordance with the conditions specified below in Section 15, without any delay penalty nor right to claim for compensation, within a maximum period of four (4) months following the application of said changes.

TERMS OF USE OF GANDI SERVICES

Section 7- Our web Interface

All Our services are fully and only available on Our Website at <http://www.gandi.net> (hereinafter referred to as Our "Interface").

Our Interface enables You, at Your own and free initiative, to check the availability of a domain name at the time of Your request, and to request modifications or new services pertaining to Your domain name, using the "Access Codes" (handle and password) that We provide You with.

Our Interface enables You to be informed of the technical and pricing contractual terms and conditions, and to accept them, prior to any subscription to any service, to check the requests made before confirming Your choices, and to pay for the subscribed services. Our Interface details all service that We offer, their corresponding procedures, rates, and payment terms. We will send You an order confirmation e-mail following Your request.

On Our interface, You shall have access, at all times, via Your Access Codes, to the terms and conditions of the Contract binding You to Gandi and/or to the Registries.

Section 8- The Contacts

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

The password is strictly personal and remains under the responsibility of its holder, who shall take all necessary care to ensure its confidentiality.

You and Your Contacts commit Yourselves to formally notifying

Us without delay of the loss of a password or its disclosure to an unauthorized third party. In the lack of such notification, any transaction made using the Access Codes shall be deemed successful, under Your responsibility and with Your agreement. Should a dispute arise with the Contacts, Your instructions shall take precedence over those of Your Contacts.

In the event of a dispute related to the contracting and execution of the Contract and to the use of Our services, the connection logs kept by Our systems shall prevail, and in particular the Access Codes related to the Contacts and IP addresses.

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 will be specified in the public [Whois](#) directory,
- **being a Contact or a payer of a domain name does not entitle this Contact or payer to claim ownership** of such domain, which belongs to You, specified 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.

Section 9- Communication and notices

We shall communicate with You exclusively via e-mail, either directly or through Your Contacts. So that this is possible, You shall update Your personal information and that of Your Contacts on a regular basis. You and Your Contacts also agree to read all messages that We send You at the declared e-mail addresses.

Any message or notification that We send You to the declared email addresses, shall be deemed to have been sent to You, received and read by You within three (3) days following its sending.

DESCRIPTION OF THE MAIN SERVICES

Section 10- Creation of a domain name

You order a domain name creation through Our 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 it is Your responsibility to ensure that the domain name You register is legal.

You shall be required 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-**

erved" 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.

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 cheque) 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.

Section 11- Modifications and management of domain names

There are two ways of modifying Your domain name at Gandi: either by making changes online, or by asking Us to make changes for You.

You can have access to, modify, update and correct most of the data related to Your domain name, through Our web Interface, by using the Access Codes of Your Contacts.

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.

Notwithstanding the above, some modifications require the intervention of Our services and the delivery of evidence. You must then send proofs of identity, specifically if You need to change the name of the owner of the domain name; You must then send the required documents, as specified on Our web Interface. Your requests shall be processed upon receipt of the complete file, and the required payment if relevant. Gandi shall not be liable in the event that technical modification is no longer possible.

Section 12- Transfer of a 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](#).

We draw Your attention to the fact that the validity period of the domain name can be modified (shortened or increased) during an incoming transfer. Please read the Special Conditions carefully regarding this subject. The request for a transfer to Gandi implies the acceptance of the current applicable Contract.

Section 13- Renewal and restoration of a domain name

Except if You have activated, through our secured Interface, a particular option, 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 according to the terms and conditions specific to each TLD:

- deletion shall be preceded by a maximum period of thirty (30) calendar days during which the domain name will be placed on "hold". During this period, late renewal will still be possible,
- if despite all Our Precautions Your domain name is deleted, and if the Registry allows restoration, You shall benefit from a new period (depending on the TLD) during which it will be possible to restore the domain.

We recommend that You read the rules applicable to each TLD carefully; these are outlined in the [Special Conditions](#).

Section 14 – Optional additional services

We offer additional optional services, described on Our Website, such as e-mail forwarding, URL forwarding, DNS management... These services allow You to use Your domain name at Gandi.

You can request at any time, during the validity of Your domain name at Gandi, to use or to cancel these optional additional services, most of time without any additional cost, unless otherwise stipulated in the policies set forth by the Trustee Authority or the Registry.

We also offer security tools, in particular for protecting Your e-mail address against its acquisition by Web-based automated engines. We additionally provide anti-spam tools, and protection of Your domain name against fraudulent transfer, which are provided by default on Our Interface.

To be able to benefit from these additional services, **You shall agree to comply with the technical specifications and special conditions of use** for each of these services, as described on Our Website (for example: size limitation of e-mails and attachments for the e-mail redirection service) and You must accept these special conditions prior to the subscription of the service in question.

You accept in particular not to use Our forwarding services to send or facilitate the sending of unsolicited commercial e-mails. You acknowledge the fact that We are subject to due care over these services. Such a use, disrupting in any way the proper functioning of Our services, leading to complaints from third parties, or infringing upon current applicable laws and regulations, shall be considered as a serious breach of Your obligations, and **shall justify the immediate suspension** of Our services related to the concerned domain name, and may lead to the immediate termination of Your contract with Us.

YOUR CANCELLATION RIGHTS

Section 15- If You wish to leave Gandi

Our Interface allows You also to leave Gandi, by assigning Your domain name to a third party, by transferring it to another Registrar, or by requesting its early deletion, under the following conditions:

- **Ownership transfer** (change of the owner of the domain name): 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, as

described above (Section 11) and on Our Website. It 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. To validate the ownership transfer, the new owner shall accept to replace You as owner, and to be bound to Your Contract, instead of You.

• **Transfer of Your domain name to another Registrar**

(outgoing transfer): You can leave Gandi for another Registrar, by following the transfer procedure of the Registrar that You have chosen. To enable such transfer, You might need to unlock Your domain name on Our Website. 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).

- **Early deletion** of Your domain name: this procedure is described on Our Website. Deletion causes the early cancellation of the Contract without any 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 transferred 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.

Please note that, as an exception, You shall not be able to carry out a transfer of ownership, 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.

DATA PROCESSING

Section 16- Personal data - directory

Declared information

When registering or modifying Your domain name, You must provide, for You and Your contacts, information concerning Your identity and technical data which You shall be required to submit during the procedure on Our Interface, some of which shall be mandatory, and other optional. The required information may vary according to the Registry but You shall provide at least the following data:

- 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.

Purpose and users of this information

You declare to have been fully informed on these conditions and You expressly accept the following:

- by contract with the Trustee Authorities and the Registries, as an accredited Registrar, We are bound to collect and publish in the Whois all identifying information, on both You and Your Contacts, including the creation and expiration dates of Your domain name, in order to ensure the functioning and the distribution of the worldwide directory of domain names (the Whois), and in general to ensure the proper functioning of the naming system,
- this information is necessary for the registration and management 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. 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 (Act 78-17 of January 6, 1978). You commit Yourself to regularly correcting and updating personal information, both Yours and that of Your contacts, during the entire period of validity of Your domain name. 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 in Sections 18, 19 and 20.

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.

IN CASE OF A DISPUTE

Section 17- Domain name 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.

According to these rules, You expressly accept that any dispute relative to the choice, ownership or use of the domain name shall be under the jurisdiction:

- of either an arbitration panel or a commission accredited by the Trustee Authority of the TLD concerned, or
- of the Courts with jurisdiction over Our corporate headquarters, or
- of Courts with jurisdiction over Your residence address.

You expressly agree that We, or the Trustee Authorities, or the Registries shall intervene over Your domain name in accordance with the conditions thereafter specified in Section 19 and in accordance with the rules and policies specific to each TLD, in application of the special conditions.

Section 18- Customer liability and guarantee

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.

Section 19- 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.

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.

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 cancelled (ex. rejected cheque 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, and in accordance with the rules applicable to the TLD 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.

You acknowledge that the following elements shall be considered as a serious breach of Your obligations, and shall lead to the suspension, or even early cancellation of the Contract, and/or of Your Gandi Account suspension, without prior notice, and without You being entitled to claim any compensation from this act, and may be grounds for Your prosecution, for the prejudice caused or application of the penalties mentioned in legislation in force:

- in the case non-payment within the specified deadlines, despite

Our adjustment requests (in particular where collection of Your payment is rejected or canceled due to a cancellation order of a cheque or credit card payment),

- If You knowingly provide false, incomplete, inaccurate or outdated data about the owner and/or the Contacts, or if You do not reply within fifteen (15) calendar days to Our e-mail, requesting confirmation or the updating of this data,
- If You disrupt or cause damage to Our information system, particularly if Your use of Our services disrupts the proper general functioning, or does not comply with Our conditions of use (for example if You use Our e-mail forwarding service to send mass unsolicited e-mails),
- if We are made aware of, or discover that Your domain name, and/or the optional additional services that are linked to Your domain name, are objectively associated with data (IP addresses, contact information, server(s), website(s), Contents, etc.) which, themselves, are associated with abusive, illegal and/or deviant practices and uses of the Internet (such as, in particular, spamming, phishing, mail bombing), from the moment that the said abusive uses are committed deliberately and constitute a serious breach of Your contractual obligations,
- if We are made aware of or discover that You, or a person to whom You would have grant a license of use, are linked, directly or indirectly, to any of the spam activities listed in the « Spamhaus » Register (Register of Known Spam Operations - ROKSO, that can be viewed on <http://www.spamhaus.org>), or if You resell all or part of any of Our services to any person that is listed in this Register.

In any case, You shall not be entitled to claim any compensation or reimbursement, and You could be asked to pay damages in the case of prejudice, in addition to application of the penalties prescribed by legislation in force.

You also acknowledge and accept that 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.

Section 20- Exclusion and limits of Gandi's liability

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 (particularly proofs of identity),
- illegal or prejudicial domain name registration or use, for which You shall be held fully liable,
- consequences of the enforcement of a legal ruling,
- unavailability of Our services caused by a failure of one or several technical parties involved (Internet, telecommunications companies, Registries...) despite Our reasonable efforts, by *Force Majeure* or in a general manner by any event beyond Our control. In case of absolute necessity affecting this Contract, the obligations of the parties shall be suspended, and beyond a period of sixty (60) days the Contract shall be legally terminated by one or the other of the parties, by registered certified post with return receipt requested, which shall be sent to the address displayed in the [Whois](#).

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 21- Various 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 22- Applicable law – jurisdiction

The Contract is subject to French Law. Any dispute regarding the validity, interpretation or execution of this Contract shall, unless amicably resolved between Gandi and You, be under the exclusive jurisdiction of the French Courts of the corporate headquarters of Gandi (Paris).

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/contrats?lang=fr> .

-end of the Gandi general terms and conditions of domain name registration-