

GandiMail Contract

Version 1.0 dated August 26th, 2013

You acknowledge that the subscription and utilization of Our GandiMail service, which is an accessory service to Your domain name at Gandi, applies the full and unconditional acceptance of, and adherence to Gandi's General Service Conditions, the Terms and Conditions of Domain Name Registration at Gandi, and conditions that are applicable to Your domain's extension, special conditions of other accessory services that You may have subscribed to, prices, and the technical limitations of Our services, as described on Our website <http://www.gandi.net> and the present GandiMail Contract (hereafter referred to as "Our Contracts" or the "GandiMail Contract" or "Contract").

Our Contracts can be seen on Our website at any time, and they will also be presented to You during every subscription to a service, in accordance with the contractual process described in the Gandi's General Service Conditions.

You acknowledge to have read them and agree to fully and unconditionally abide by them.

Terms used in the present GandiMail Contract that begin with an uppercase letter are defined in Gandi's General Service Conditions and in the Terms and Conditions of Domain Name Registration at Gandi, unless defined in the present GandiMail Contract.

The present GandiMail Contract, which determines the services provided by Gandi within the framework of its GandiMail services and the reciprocal obligations that take affect depending on the service subscribed to, complement Gandi's General Service Conditions and the Terms and Conditions of Domain Name Registration at Gandi which are, unless stated otherwise in the present GandiMail Contract, fully applicable.

Section 1. Description of the service

Within the framework of the present Contract, Gandi provides each Gandi customer that is the owner of a domain name registered at Gandi that is active, to benefit from an email service, called GandiMail, which is an optional service of the said domain name.

The GandiMail service is an optional service that is attached to Your active domain name at Gandi.

Activation, deactivation, and management of the GandiMail service is done from Your secure management interface after You have logged into Your account using Your access codes. If You have delegated Contacts to the domain, Your Contacts may also, via their access codes, activate or deactivate and manage the GandiMail service that is attached to Your domain name (with the exception of the billing Contact).

Consequently, in the sense of the present Contract, "You" not only designates the owner of the domain name on which GandiMail has been activated, but also the administrative and technical Contact that are associated to the domain name with the exception of the billing Contact.

In any event, any Contact of Your domain name must have a Gandi handle and therefore have accepted Gandi's General Service Conditions as well as the

Terms and Conditions of Domain Name Registration at Gandi, in their function as as a Contact, and accept the present Contract during the activation and/or any GandiMail option via their access codes.

You may activate and manage GandiMail in all autonomy via this interface. Other than the free GandiMail service, which may be activated on any active domain name at Gandi, We offer a GandiMail Pack, which is subscription-based and allows You to have additional storage capacity within the framework of the utilization of the GandiMail service.

You may create as many email mailboxes as You want (*the number of mailboxes varies depending on the offer that You have subscribed to, though You can only create up to 5 free mailboxes as part of the free GandiMail service*), aliases (*a method for giving an additional name to a local email mailbox*), and forwarding addresses (*to send mails sent to one address to another address*) and which You can access either directly via Your own email client or via Gandi's webmail service.

Depending on the offer You have subscribed to, You have from 1 to 50 GB of disk space for Your GandiMail mailbox (quota) and a total of 1 GB within the framework of the free GandiMail offer.

You may also take advantage of other services within the framework of the GandiMail pack, for the price that

is displayed on Our website (*for example, additional disk space, auto-reply, etc.*)

The technical characteristics and limitations of Our GandiMail offers, as well as all of the corresponding prices and applicable special conditions, are accessible and visible on Our website <http://www.gandi.net> so that You learn about them before You activate the GandiMail service.

These technical limitations are, notably those that are linked to the quota (allocated storage space that corresponds to the offer that has been activated), the size of the attached files, and the number of emails that can be simultaneously sent or received.

You can use this as the basis to choose the offer that best meets Your needs, and You can go from one offer to another in an autonomous manner via Your secure management interface by connecting to Our website via Your access codes, in accordance with the contractual process described in Gandi's General Service Conditions.

Any use or mailing of email that exceeds the technical limitations of the service, and any bypassing or attempt to bypass these limitations is **forbidden and will be blocked**, notably to preserve the stability of the system.

Section 2. Gandi's commitments

In addition to the contractual obligations described in Gandi's General Service Conditions, and in the Terms and Conditions of Domain Name Registration at Gandi, and the technical conditions and limitations that are specific to each of Our GandiMail offers, in its function as a technical intermediary providing email services, Gandi commits to:

- allowing You to create and to manage Your GandiMail mailboxes in an autonomous way from Your secure management interface,
- give You total control over the GandiMail mailboxes that are associated with Your domain name at Gandi, notably their configuration, within the technical limitations and specifications of the offer subscribed to,
- allow You to create GandiMail mailboxes for whomever You want (users), who must then abide by the contractual obligations and the technical limitations, under Your full responsibility both with regards to Gandi and third parties,
- in all offers, allowing You to use the GandiMail service via a webmail access, available at <http://mail.gandi.net>, that You can connect to by logging in with the email address of the mailbox and its corresponding password,

- allowing You, if desired, to use this GandiMail service via an email client of Your choice (for example, Outlook, Thunderbird, Apple Mail, etc.) that You can configure on Your device,
- provide You with an anti-virus and anti-spam filter,
- not include any ads, either for Gandi or for a third-party, on Gandi's webmail interface,
- allow You to monitor the degree of utilization of the GandiMail service, so that You can, if necessary, upgrade Your service, or to free space so that You can remain within the technical limits of the offer You subscribed to,
- to not automatically upgrade Your GandiMail service to a paid subscription offer, or one that is more expensive, even if You have reached the maximum technical limits of the service (notably the amount of available quota), which You must monitor the degree of utilization from Your secure administration interface by logging in with Your access codes, in order to avoid any disruption in the service by upgrading Your offer, or by freeing space that is used in Your GandiMail email mailboxes.

Though Gandi provides You with some storage space (quota) within the framework of the utilization of the GandiMail service and depending on the offer that You subscribed to, this space is used for the functioning of the service, and is **not intended to be for the backing up of the content of Your GandiMail email mailboxes.**

The backing up of the entire contents of Your GandiMail mailboxes, whatever it may be, is completely Your responsibility. You must take all necessary actions to assure that this is done at a location of Your choice and if necessary to inform Your users of this so that they can do the same.

In accordance with Gandi's General Service Conditions, and with the same limitations, Gandi commits itself to making its best effort to maintain the quality of its services in conformity with the technical characteristics and limitations that are applicable to each of the options that make up the GandiMail offer.

Notably, Gandi commits itself to rapidly intervening in the event of a technical incident in order to re-establish the service, and, as far as possible, within 4 hours of Our being alerted to the incident.

Nonetheless, Gandi is not in control of the Internet network and does not provide You or Your users of Your GandiMail mailboxes with access to the network, nor the hardware or software necessary to access it and to use Your GandiMail, which remain under Your full responsibility, and that of each of the users.

The bounds and limits of the obligations and responsibilities of Gandi and the conditions under which Gandi can intervene are described in Gandi's General Service Conditions other than those that are described below.

Section 3. Your specific obligations within the framework of the GandiMail service

You acknowledge and accept that the the obligations listed in Gandi's General Service Conditions are incumbent upon You, whatever the Gandi service that You subscribed to (section 3 of Gandi's General Service Conditions), and take full effect within the framework of the GandiMail service.

Consequently, You agree to choose a service that corresponds to Your needs or those of Your administrators or users, and to adhere to and assure the adherence to the technical specifications and limitations of Our services, to assure that Our services are used in a way that is legal and in conformity with Our Ethics and to identify Yourself to Our services.

Additionally, in accepting the present Contract in using Our GandiMail services, You agree to assure that the following specific obligations are continually adhered to.

3.1. Obligations as the owner of a domain name

In order to benefit from the GandiMail service, You declare and guarantee that You have a valid domain name at Gandi, and that its choice and utilization conform to Our Contracts and applicable law in particular in Luxembourg.

The GandiMail service, is an accessory service to Your domain name at Gandi:

- You accept to not only respect Gandi's General Sales Condition, but also the Terms and Conditions of Domain Name Registration at Gandi and the special conditions that apply to the extension of your domain name,
- The GandiMail service is linked to Your domain name's status (*it is deleted along with Your domain, and follows suit in the event of a suspension or deletion*).

You acknowledge to be fully informed of and accept that any breach of Your obligations as outlined in Gandi's General Service Conditions and the Terms and Conditions of Domain Name Registration at Gandi are grounds for the suspension, deletion, or cancellation of the GandiMail service, which is accessory as described hereafter.

If You have delegated the roles of administrative and technical contact of Your domain name to a third party, the administrative and technical contacts may act, in this function and in Your name, on Your behalf and under Your responsibility within the framework of the Gandi mail service to which it is accessory.

As within the framework of the Terms and Conditions of Domain Name Registration at Gandi, if You would like to manage the Gandi mail all by yourself, and assume both the administrative and technical roles, all that You need to do is to indicate Your own Gandi handle for all the contacts of Your domain name, and not just as Your owner contact. You cannot limit the role of Your contacts within only the limits of the optional accessory services.

3.2. Correct and legal use of Your GandiMail

In conformity with Your commitment to constantly monitor the licit use of Our services with regards to Our ethics, and Gandi's General Service Conditions (section 3), You agree to assure, under Your full and complete responsibility and guarantee, that any direct or indirect use of Your GandiMail:

- is for strictly legal purposes, and meets all the legal, regulatory, and administrative requirements notably of Luxembourg and Our Contracts,
- respects the rights of third parties (*intellectual property rights, personality rights, the honor, reputation, and respect of privacy, and the notably secrecy of correspondence*),
- adheres to legislation and regulations concerning the secrecy of correspondence, for which the violation is punishable by law in Luxembourg, notably concerning the access codes that You may provide to the Contacts of Your domain name for the creation and management of Your GandiMail mailboxes associated with Your domain name,
- is appropriate to the age and sensitivity of each of the message recipients.

You declare and guarantee that You, and if applicable, Your Contacts, Administrators and/or users have, throughout the entire duration of the GandiMail Contract, all of the rights, authorizations, licenses, or any other element that is necessary to the choice of any email address or alias, for the creation of any GandiMail mailbox, the operation of any Content, file and/or element of any nature that is transmitted, sent, transferred, and/or stored via Your GandiMail, and more generally, the use made, either by Yourself or by any other person to whom You may have given access codes to.

You acknowledge and accept that, under Your full responsibility and guarantee, that:

- the use made of Your GandiMail (in this, including the diffusion, transmission, sending, or storing of any message and/or attached files of any type, is expressly excluded for doing or participating in any way, directly or indirectly, a deviant, abusive, illicit, or prejudicial activity, and that
- such use or the presence or accessibility of such content on Your GandiMail, including due to the actions of one of Your users or Contacts, will constitute a a serious breach of Your obligations in such a way as to be grounds for the suspension or deletion of the GandiMail service without warning (see section 13.2), and without either You or them being able to claim any indemnity from Gandi due to this. On the other hand, this could make You liable for prejudices and penalties caused by this violation in application of applicable law in Luxembourg.

Consequently, You agree to inform any Administrator or User of this and to take all necessary actions to assure that the use of Your GandiMail is in conformity with Your obligations and applicable law.

You agree to quickly act as soon as You are informed of any licit or prejudicial use of Your GandiMail account and to facilitate the identification of any person that may have contributed to such use and the resolution of any dispute connected to the use made of Your GandiMail.

3.3. Usage of Your GandiMail is under Your full responsibility and guarantee

You are entirely responsible for the direct and/or indirect use made of Your GandiMail.

You commit Yourself to assuring, under Your full responsibility, that these technical conditions and limitations are adhered to and that no use, direct or indirect, of Your GandiMail service perturbs Our services or systems, or violates Our Contracts or current law, or participates in any illegal or deviant activity in accordance with Gandi's General Sales Conditions. You will guarantee Gandi of this.

You acknowledge and accept that, in addition of Your obligations listed in Our Contracts, You are totally responsible for any direct or indirect use of Our services, including a license of use, or operating license, or management access granted to a third party (service provider, member of Your staff, administrator or user that You designated, etc.) whether on a personal or professional basis.

Consequently, any use of Your GandiMail, including by a User to whom You may have granted a license of use of Your GandiMail, is at Your own risk, and is

considered by Gandi as being under Your full and sole responsibility.

Therefore, You recognize and accept that You are fully responsible for:

- any consequences and/or dispute pertaining to the choice and use of Your Gandi Mail and this, both with regards to the choice of the GandiMail email address, or that of the sender,
- any Content or electronic communication made via Your GandiMail, and any message or attached file of any nature and any format whatsoever (*any information, data, text, software, sound, image, photograph, graphic, drawing, video, signs, signals, writing, or messages of any nature, and more generally, any Content*) passing or stored on any of the GandiMail mailboxes associated with Your domain name,
- any consequences of use that is not in conformity with the technical characteristics of the GandiMail offer that You subscribed to,
- any use of Our secure interface, via Your access codes or those of Your Contacts, or Administrators, which is considered as being done by yourself, with Your permission, and/or Your instructions.

You declare and guarantee that You will take it upon Yourself to establish relations with any users of GandiMail mailboxes so that Gandi is never bothered in any way, notably if they must be subject to a suspension of service or a loss of data due to Your breach in Contract or any other case outlined in Our Contracts.

You specifically agree to guarantee and hold Us harmless, so that We are never bothered in any way, directly or indirectly, by Your GandiMail, including after the end of the Contract, as detailed hereafter and in conformity with Our Contracts.

3.4. Your obligation of security and backups

You acknowledge and accept that it is Your responsibility to take all measures necessary to assure the security of Your GandiMail mailboxes associated with Your domain name as well as the personal information and passwords of Your users.

You acknowledge and accept that it is Your obligation to perform regular backups of the content of Your GandiMail account, and if necessary, to each GandiMail mailbox at a location of Your choice. Gandi does not perform this service within the framework of the GandiMail service.

You acknowledge to have been informed that upon the expiration of the Contract (notably if Your associated

domain name has expired) all the content of Your GandiMail, and notably the associated GandiMail mailboxes, will be totally deleted, without any possibility of recovery.

You should perform a final backup in the event of the termination of the service.

Section 4. Prices - Means of payment - Billing

4.1. Prices

For services or options that You need to pay for, You will pay for Your order in conformity with the prices and means that are applicable to the services that You have chosen at the time of Your order, according to the contractual process described in Gandi's General Service Conditions.

4.2. Payment means depending on the offer

We would like to remind You that You are bound, in accepting Gandi's General Service Conditions to respecting the Gandi Prepaid account Contract and its means of functioning (annex 1 of Gandi's General Service Conditions) which is an integral part of Our Contracts).

This payment system will easily allow You, and at any time, to switch from one offer to another (*from the free version to the GandiMail pack, and to add additional options or to downgrade to a lower offer*).

Upon Your subscription to the GandiMail pack (for a fee), You agree to pay the price of the service and subscribed options, for the chosen duration, in conformity with section 10 hereafter: either until the domain's anniversary date or until the final expiration date of the domain.

In the event of a subscription, during an ongoing period, of any new option or one or more options for which the price will be higher than the initial price that was paid for the subscription, You agree to pay the additional supplementary price corresponding to the remaining duration (rounded to the closest day).

In the event of a cancellation of an option and/or modification to a lower offer (switching to an offer that costs less than the previous offer), during the current billing period, the corresponding amounts, calculated until the next payment date, rounded to the closest day, will be deducted from the amounts due to Gandi, and refunded.

In accordance with Gandi's General Service Conditions, We can only be contractually bound, and

You can only benefit from the service ordered upon reception and validation of full payment.

4.3. Billing - Making payment and refunds

The GandiMail service provided within the framework of the fee-based offers is billed by the options activated and paid for within the period in question.

Section 5. Activation of the service and the options of GandiMail - right of cancellation

At the end of the contractual process, in conformity with Gandi's General Service Conditions, the activation of the GandiMail Pack corresponds to the effective creation of GandiMail mailboxes or the making available of options that have been chosen, and You will be notified by email at the address associated to the Contact that activated the service or option chosen.

This implies however, that Your domain name is currently active at Gandi and operational.

For GandiMail Pack not free, it implies the validation of the full prior payment, depending on the payment method chosen that is applicable to the service.

If this is not the case, We will be unable to complete any of Your orders.

In conformity to Gandi's General Service Conditions and the article L. 222-5 of the Luxembourg Consumer Code, You (as You are qualified as a consumer according to Luxembourg law) acknowledge and accept that the cancellation right does not apply if the GandiMail Pack is activated before the completion of the seven working days as stated in the Consumer Code.

Section 6. Your GandiMail management interface

The subscription to the GandiMail service or option is made in conformity with the contractual process described in Gandi's General Service Conditions via Your management and administration interface, by logging in with the Access Codes that are associated to the domain name that is associated to Your GandiMail.

This interface allows You do the following, in an autonomous manner and under Your sole responsibility:

- activate and/or modify Your mail pack associated to Your domain name,
- subscribe, modify, and/or cancel GandiMail services and options,

- create, delete, modify, and/or purge all or some of Your GandiMail mailboxes;
- modify the password(s) associated to all or some GandiMail mailboxes (notably the passwords of users),
- proceed with the technical configuration of all or some of the GandiMail mailboxes, as indicated in section 9 hereafter.

As owner of the domain name to which it is associated, it is Your responsibility to assure the management and administration of Your GandiMail.

Notably, aside from the notifications that are sent to You to keep You informed of alerts concerning the quota allocated to Your GandiMail, You commit Yourself to monitoring the use of Your GandiMail service from Your secure management interface by logging in with Your access codes and taking all necessary action in order to prevent any disruption in service connected to the exceeding of these technical limits of Our services, in subscribing to a higher offer or by freeing space from Your GandiMail Mailboxes.

Since Your GandiMail is accessory to Your domain name, if You have delegated the Contacts of Your domain name, then each of the Contacts (*except for the billing Contact*) may activate or deactivate the GandiMail service on Your domain name as well as create, use, and manage the GandiMail mailboxes and their various options, in an autonomous way, for Yourself and under Your full and complete responsibility, by logging into the management interface with their respective Access Codes.

You guarantee that those to whom You granted administrative control will abide by all the obligations that are incumbent upon You in application of Our Contracts.

In the event of a disagreement, the instructions of the owner of the domain name will always take precedence over those of any other Contact of the domain name. Note, however, that in accordance with the Terms and Conditions of Domain Name Registration at Gandi, You can, at any time, modify/replace the other Contacts, as long as Your domain name is not currently being blocked or frozen in any way, in accordance with the procedure described on Our website.

In the event of a problem, as a Contact of the domain name, You may Contact Our support team by filling out the form on Our website, at <http://www.gandi.net>.

Section 7. Creation of GandiMail mailboxes and user accounts

The creation of GandiMail mailboxes is possible after the service has been activated.

It is done via Gandi's secure management and administration interface.

Note that the Users do not have access to Your secure management interface and the management of Your domain name (*this can only be done by the domain's Contacts*).

A user account is only designed to allow its holder to use their GandiMail mailbox (notably to consult emails) from an email client or from Our Webmail. It does not grant any access to the management interface, which remains under Your sole responsibility.

Consequently, You must connect, in Your role as a Contact, with Your Gandi Access Codes, to manage Your GandiMail, and to manage Your user accounts.

The GandiMail mailbox addresses correspond to the domain name that the GandiMail is associated with. They take the form of "**something@[domain name associated to the GandiMail]**".

The choice and use of each of the addresses and aliases and their use, is done under Your full and complete responsibility, within the bounds of Gandi's General Service Conditions, the present Contract, and applicable law in particular in Luxembourg, and specifically the rights of third parties, public order, and good morally.

The number of GandiMail mailboxes and aliases that can be created, as well as the disk space that is allocated to the use of these GandiMail mailboxes, depends on the offer that has been subscribed to. These limits are indicated on Our website during the creation of Your mailboxes and visible at all times on Our website.

During the creation of each GandiMail mailbox, You must provide a username and password that together constitute the User Account corresponding to each of the GandiMail mailboxes, and respectively allowing each user to connect to their corresponding GandiMail mailbox.

It is Your obligation, during their creation, to choose for each user a password that provides a sufficient level of security (number and type of characters) and to assure that the confidentiality of each password, strictly personal to each user, is assured.

Communicate to each user their respective login and password to allow them to use their GandiMail mailbox that You would like to make available to them.

It is recommended, for security reasons, to assure that each user then changes this password and assures its security and confidentiality.

Gandi does not manage user passwords, which are placed under Your sole and entire responsibility, without Gandi being able to act on them, notably in the event that You lost or had had stolen, a user account password, as indicated in Gandi's General Service Conditions.

Consequently, You need to take all useful actions, and notably to modify access attributed to a given user in the event of a loss or theft, which must be communicated to You by the users in the way that You will need to define with them, without Gandi being involved in the process in any way.

Section 8. Your responsibility with regards to the Users and their use of Your GandiMail

You may consent user rights for Your GandiMail to anyone of Your choice, and to create GandiMail mailboxes for them, as indicated above.

Gandi does not manage Your relations with Your users of Your GandiMail. These latter are only in direct Contact with You. The delivery of all the user rights of the GandiMail service is done at Your own risk and within the limits of Gandi's General Service Conditions and the present GandiMail Contract.

You agree to inform of Your users of the technical limitations and obligations that are specific to the GandiMail service, and to the options subscribed to, and to assure that they continually abide by them, which You guarantee to Gandi.

You remain, both with regards to Gandi and third parties, fully responsibly for any activity and any message and/or attached file that is transmitted by or stored in Your GandiMail.

You remain, in Your role as the owner of the domain name, as well as the Contacts that You may have delegated, fully responsible to both Your users that You designated, and to Gandi, for the entire duration of Your GandiMail.

Note that in any event, any use of Your GandiMail by Your users, under Your full responsibility, will be reputed to have been done with Your agreement and can only be done within the conditions and limitations of the present GandiMail Contract, under Your responsibility.

You may, under Your full responsibility, terminate any right to use, and to delete the corresponding GandiMail

mailboxes. As a reminder, You are required to perform a backup of Your content, and You must, alone, be fully responsible for any consequences tied to consented rights of use, notably the loss of any Content.

You must be sure that each user of Your GandiMail uses and manages their GandiMail mailbox responsibly, and within the limits of Luxembourg law.

It is notably Your obligation to delete any undesired emails, to empty the trash bin, and any perform any other action necessary to maintain a good management of the space that is allocated for emails in the mailbox.

Finally, You are fully responsible with regards to the users, of any suspension or cancellation of a GandiMail service that is a result of the breach of any of Your contractual obligations (notably of the present GandiMail Contract, and the Terms and Conditions of Domain Name Registration at Gandi to which GandiMail is accessory) and to explicitly release Gandi from any responsibility in this manner, the conditions and limitations of Our responsibility being detailed hereafter.

Section 9. Technical configuration of GandiMail mailboxes

You can use Your GandiMail immediately following its activation.

On the other hand, it is Your responsibility to proceed with any personal settings, via GandiMail's administration interface, in accordance with the characteristics and limits of the GandiMail service.

Notably, it is also Your obligation to proceed with any configuration or setting that is necessary to allow, as the case may be, access to any or all of the GandiMail mailboxes that are attached to Your domain name at Gandi from Your email client (*POP/SMTP*).

You acknowledge and accept that any technical settings performed by any of the Contacts associated with Your domain name at Gandi, and/or by any other person to whom You may have granted this access, for this purpose, under Your sole responsibility, will be considered to have been done with Your full agreement.

Note that specific technical documentation is available on Our website to help You with the configuration of the GandiMail mailboxes that You have created.

Gandi has installed an anti-spam feature on each of Your GandiMail mailboxes, which can be activated or

deactivated, but not replaced, with the exception of a specific option, allowing:

- via Webmail: to sort emails detected as "unwanted" or "spam", directly within the corresponding folder that was created in advance in each of Your GandiMail mailboxes, which will help keep Your inbox uncluttered,
- via Your email client: to receive emails considered as spam with a specific annotation (addition of criteria in the headers) that allow You to detect them more easily. It is then, however, up to You to configure Your email client if You would like these emails to be automatically sent to a specific folder, or be deleted.

Section 10. Duration - Renewal

10.1. Duration

The present GandiMail Contract begins upon the activation of the service, and once activated, You benefit from the service and options subscribed to:

- **Free GandiMail**: while the domain name is active at Gandi, to which the GandiMail service is *accessory*,
- **GandiMail pack (not free)**: that You can subscribe to either until the anniversary date of Your domain name (in this case We recommend renewing the Contract and service before the expiration date, in the conditions described hereafter, in order to avoid any service disruptions), or until the end of its registration, for whatever cause (Expiration, early deletion, outgoing transfer of Your domain, etc.).

10.2. Renewal of the Contract - renewal

The renewal of the Contract and the GandiMail service may be done explicitly (automatic renewal deactivated) or automatically (automatic renewal activated), it being stated that, by default, renewal is not automatic.

In any case, the renewal of the service is dependent on the domain name to which the GandiMail service initially subscribed to is attached is valid and that, if applicable, the price corresponding to the GandiMail options and services subscribed to is completely prepaid.

If the domain name that is attached to the GandiMail service is not set up for automatic renewal, We strongly recommend that You renew Your domain name far enough in advance so as to be able to avoid any service disruption and loss of mails that You did not download.

Automatic renewal of the GandiMail service deactivated (explicit renewal):

Within the framework of the GandiMail Pack (not free), if the automatic renewal of the GandiMail service is deactivated, in order to avoid any service disruption, You will need to, before the end of the GandiMail Contract, (*meaning, depending on the Contract chosen, in conformity with article 10 above, either before the anniversary date of the domain name that is attached to the GandiMail service, meaning before the end of its registration, for whatever reason that may be*) renew the GandiMail Pack, via Our interface, via Your Access Codes. By default, a reminder will be sent, at least fourteen (14) days before the end of the Contract, to the email address provided by the last person to have proceeded with the renewal payment of the service and/or options.

Automatic renewal of the GandiMail service activated:

Within the framework of the GandiMail Pack (not free), if the automatic renewal is active (which must be done in the "settings"), the service is maintained as long as the prepaid account contains enough credit to pay for the automatic renewal of the GandiMail Pack.

We would like to call Your attention to the fact that automatic renewal:

- cannot be activated within the fifteen (15) days that immediately precede the expiration date of the domain name to which the GandiMail service is attached, and
- is automatically carried out three (3) days before the end of the GandiMail Contract, under the condition that the associated Gandi Prepaid account (*meaning the Gandi prepaid account of the last Contact to have activated automatic renewal*) is sufficiently credited to cover the total cost of the order, at the time of the automatic renewal. By default, if the automatic renewal is not done, You will need to proceed with its explicit renewal via Our interface, before the end of the Contract, in order to avoid any service disruption.

Section 11. The end of the Contract - Your cancellation right

11.1. The end of the Contract

As an optional service that is accessory to Your domain name at Gandi, the GandiMail service ends, as of right, with the end of the registration of Your domain name at Gandi, in application of the Terms and Conditions of Domain Name Registration at Gandi.

Consequently, the GandiMail service ends:

- upon the expiration of the domain name to which the GandiMail service is accessory. As indicated in the Terms and Conditions of Domain Name Registration at Gandi, it is the expiration date of the domain name in Our database as mentioned in Our whois (<http://www.gandi.net/whois>) or in the interface reserved to Contacts,
- in the event of an outgoing transfer of the domain name (meaning the transfer of a domain to another registrar) to which the GandiMail service is accessory;
- in the event of the early deletion of the domain name to which the GandiMail service is accessory.

On the other hand, the owner change of a domain name to which the GandiMail service is subscribed to will not end, as of right, the service. It is Your obligation to assure that, if the case should be, You delete from Your GandiMail any Content or data that You do not want the new owner of the domain name to have access to, prior to the owner change, and to keep a personal backup at a location of Your choice if desired.

The Contract and services also terminate if You cancel early (section 11.2 below) or in the case of a cancellation by Gandi in the conditions described below in section 13.

It is Your obligation to take all necessary measures to avoid any service disruption, notably by renewing Your domain name in the conditions and deadlines mentioned and, in any case, to proceed with regular backups.

By express convention, Gandi declines all responsibility due to the deactivation or suspension of the GandiMail service in the event of:

- late renewal or the restoration of Your domain name to which it is attached, or
- the voluntary early deletion of Your domain name, or
- the transfer of the domain name to another registrar (outgoing transfer), or
- by order of a court of law, an administrative commission, or any other alternative dispute resolution authority.

11.2. Your right of early cancellation

At any time during the duration of the validity of Your domain name at Gandi, and before its expiration, You may terminate the GandiMail services and options that You You subscribed to, in all or in part, independently from Your domain name (*in this way for example, You can cancel the GandiMail service without proceeding with the early deletion of Your domain name to which it is attached*).

In the event of early termination, Your Gandi prepaid account or the one associated with the Contract that proceeded with the previous payment will be refunded for the services that You stopped using for the remaining unused time in the current payment period, to the closest day, since the whole period is paid for in advance.

You acknowledge that You are responsible for any consequence of such a cancellation by any user of Your GandiMail, to which You are therefore fully responsible, and specifically release Gandi from any responsibility due to this, and to commit Yourself to guaranteeing and hold harmless Gandi if one of the users of Your GandiMail seeks to implicate Gandi's responsibility due to the fact of an early termination of Your domain name or associated GandiMail service.

Section 12. Suspension - Deactivation of GandiMail mailboxes

12.1. In the event of outstanding payments (non-renewal before the expiration of the GandiMail pack)

The GandiMail service may be suspended, during its active term, in the event that You have not paid for its renewal dispute Our notifications with regards to this.

The GandiMail service and all of the options subscribed to will then be suspended, without distinction, including the free GandiMail services that You benefit from, since it is technically impossible for Gandi to make distinction between the two, and Gandi cannot be held responsible for this, as it is a breach of Your obligations. During this deactivation period, and until the effective reactivation of the GandiMail service, if applicable (which implies the validation of the complete payment of the services subscribed to), neither You nor Your users can benefit from Our GandiMail services (**neither access the GandiMail mailboxes, nor send or receive emails**). People that try to send an email to one of the GandiMail mailboxes will get an error message (according to the email protocol standard), without any attempt at sending the email.

Not paying for the renewal within one month of when it is due may lead to the permanent deletion of the GandiMail mailboxes. The GandiMail mailboxes will then be unavailable and people that try to send emails to these mailboxes will get automatic error messages back. You are responsible for handling any complaint from any of Your users due to this suspension, without Gandi needing to be involved, which You guarantee to Us.

12.2. In the event of non-respect of technical limits

Any use of GandiMail must be done within the technical specifications and limits that are applicable to it, and detailed above, as well as on Our website, in such a way as to not proceed with any abusive use or perturbation of Our systems or resources.

GandiMail must be used responsibly, within these limitations and any use beyond these technical limitations will be grounds for the disruption or suspension of the service and any associated GandiMail mailboxes.

Any use of GandiMail that is not in conformity with the applicable technical limitations and specifications, which perturbs or risks perturbing Our systems or the functioning of the service, will be grounds for the suspension or cancellation of Your GandiMail, without notice if the case may be, in accordance with section 13.2 hereafter.

Notably in the framework of the offer that is free with every active domain name, You will benefit from, without any additional fee, 1 GB of quota, that You can distribute among a maximum of 5 separate email mailboxes. As mentioned earlier, You will be notified of the level of use of this quota.

However, if You exceed this technical limit in the utilization of Our GandiMail service, the GandiMail service is suspended and no mailboxes associated with Your domain name will work until You have fixed the situation (by upgrading or by deleting messages that are saved on the server).

During this entire period, the GandiMail mailboxes will be unavailable and people that try to Contact You by email will get an automatic error message (according to the standard email protocol), without any new attempt at sending the email.

Messages stored in the GandiMail mailboxes during this suspension are not deleted, though no new email can be received by the GandiMail mailboxes associated to Your domain name.

You alone are responsible for the consequences of the mail not working following its utilization in a way that is not in conformity with the instructions and/or technical limitations and characteristics of Our services, for which You must take into consideration in the choice of Our offers and if You grant a right to use of any sort to a person of Your choice.

You must assure that all the users respect them, appropriately managing the GandiMail mailboxes that You make available to them, and delete the user accounts of anyone violating this, in such a way as to allow for the service to be correctly maintained. It is Your responsibility to fully inform them of this.

You recognize to have been informed of and to accept that, within the cases described above (12.1 and 12.2), during the entire suspension or inactive period, the GandiMail mailboxes will be unavailable and people that try to send email to them will get an automatic error message (according to the standard email protocol), without any new attempt at sending the email.

In addition, by express convention, and in all the cases described previously (12.1 and 12.2):

- Gandi cannot be held responsible for the suspension or deactivation of Your GandiMail mailbox,
- Neither You, nor Your Users can claim any indemnity or refund due to the suspension and/or deactivation of the GandiMail service and/or Your GandiMail mailboxes,

It is Your obligation to inform each user of Your GandiMail of this, and to assume all responsibility, such that Gandi is never bothered by it.

Section 13. Cancellation by GANDI

In conformity with Gandi's General Service Conditions, You acknowledge and accept that Gandi may be required to suspend or cancel the service in cases and manners described below:

13.1. Suspension/cancellation with prior notice

In accordance with Gandi's General Service Conditions, any breach of Contract which is not corrected within fifteen (15) calendar days from Our Notification to You in which We warn You of this and ask that You put an end to the situation, will be grounds for the termination of the Contract, and the associated services, without any other legal formality and without Your being able to claim any damages or refund.

13.2. Suspension/cancellation without prior notice in the case of a serious breach of Contract

You acknowledge and accept that, within the framework of the GandiMail service, the following are considered as Your contractual conditions, even though Gandi does not have any obligation to monitor Your account and does not assume any responsibility of Your Content.

- any serious breach of Contract as defined in Our Contracts, and notably any use of the GandiMail service, directly or indirectly (including any Content) that is in violation of the obligations that are incumbent upon You in application of Gandi's General Service Conditions, the Terms and Conditions of Domain Name Registration at Gandi,

and the special conditions applicable to the extension of Your domain name and which is defined as a serious breach therein,

- any violation or serious breach of Your specific obligation of using Our GandiMail services in a way that is legal (section 3.2 of the present Contract),
- any violation or serious breach of Your obligation to respect the technical conditions and limitations of Our GandiMail services (section 12.2 of the present Contract).

In conformity with Our Contracts, We remind You that:

- any serious breach of Your obligations and terms of Our Contracts is grounds for the suspension/deactivation or even deletion of the GandiMail service and GandiMail Mailboxes associated to it and/or Your Gandi Account, without any formality or notice,
- Gandi can therefore not be held responsible for the direct or indirect consequences tied to the suspension of the GandiMail service and consequently the GandiMail mailboxes associated with Your Gandi Account.
- No indemnity or refund can be claimed from Gandi due to this fact, and You expose yourself to being sentenced in application of Luxembourg law and Our Contracts.

Additionally, You must take responsibility for any consequences that arise for any User of the GandiMail Mailboxes that are associated with Your domain name.

13.3. Suspension/termination if Gandi is ordered

In accordance with applicable Luxembourg law, You accept that We can proceed with the suspension, deletion, and/or immediate termination and without notice of the GandiMail service(s), including all or some of the GandiMail mailboxes associated with the domain name and/or of Your Gandi account and, consequently, of any optional service associated with Your Gandi account:

- to meet a legal or regulatory obligation, or in application of the rules that govern Our activity as a technical intermediary and notably as a provider of domain name registration (*since the GandiMail service is an optional accessory service to Your domain name*), or
- upon the order of a competent authority (and notably in application of a court or arbitral decision).

13.4. Suspension/termination in the event of a security breach

In accordance with Gandi's General Service Conditions, We act, in Our role as a technical intermediary, to assure the proper functioning of its services and the security and stability of the system.

Gandi reserves the right, in absolute necessity, to cancel all or part of the service to proceed with a technical intervention, notably in the event of a problem, in order to improve performance, or to proceed with any maintenance operation, assistance, or support.

Gandi also reserves the possibility of suspending the GandiMail mailbox, which will have the consequence of rendering them temporarily unavailable, if they are victims of an outside attack and susceptible of perturbing the good functioning of Gandi's systems or infrastructures.

We will do everything possible to reduce the aforementioned downtime as much as possible, to inform You beforehand within a reasonable time frame, and to specify the date, nature, and duration of this operation, so that You can take all necessary measures.

On the other hand, You acknowledge that We may need to act without warning if it should happen that the service disruption is due to outside circumstances (notably due to the Internet network), or explicitly ordered by a competent authority in accordance with the laws of Luxembourg.

In this way, all or part of the GandiMail service, notably GandiMail mailboxes, may be suspended in the event of an attack on the security of the system or network.

You acknowledge and accept that Gandi cannot be held accountable for actions taken in accordance with Our obligations under Luxembourg law, and that You cannot claim any indemnity or refund because of this.

13.5. Suspension/termination tied to Your domain name

Since the GandiMail service is an optional accessory service to Your domain name at Gandi, its use and functioning (notably access to the GandiMail mailboxes, sending and receiving emails) are dependent upon the adherence to Gandi's General Service Conditions, the present Contract, and Contract of the domain name service it is associated with.

The GandiMail service necessarily follows the status of the domain name (suspension, early deletion, expiration) of which it is accessory. Your domain name must be active at Gandi, and be used in accordance with the registration Contract.

You acknowledge and accept that Gandi cannot be held accountable for actions taken within the framework of the present section 13, and that You cannot claim any indemnity or refund, for whatever the period underway of the Contract that Gandi terminated.

Additionally, You expose Yourself to being sentenced for paying damages and interests in the event of prejudice, and to penalties that have been established by applicable laws in Luxembourg.

Section 14. Exclusions and limitations of Gandi's liability

In addition to the exclusions and limitations of liability mentioned in Gandi's General Service Conditions, within the framework of GandiMail, We decline all responsibility in the event of damages caused by:

- the negligence, theft, or communication of the access codes associated with Your Gandi account and/or the passwords associated to Your GandiMail mailboxes, which is under Your responsibility to keep secret, it being stated that any use of Your access codes or GandiMail passwords of a user that You created, will be reputed to have been done by You or with Your permission, until You have informed Gandi of otherwise;
- difficulties accessing Your GandiMail mailboxes either directly or via Gandi's webmail, and/or download times, the sending and reception of emails and/or attached files, due to the saturation of the network at certain times, and/or due to the technical characteristics and limits of the Internet or Your Internet access, that You declare to be fully aware of, and We cannot be held responsible in any way for this, as We do not have any control over it,
- the suspension of any or all of the GandiMail mailboxes, or any deterioration of the content of any of the GandiMail mailboxes that is Your fault, the fault of a User or Contact, and/or due to not adhering to the technical conditions and limitations of the GandiMail service, or due to any breach of Your contractual obligations,
- of the suspension of all or some of the GandiMail mailboxes due to the intervention of Gandi, both within the framework of the present Contract, and its role as a provider of domain name registration,
- the misuse, total, or partial deletion of information transmitted or stored, since notably this information is sent over the Internet, and all the more so if this deletion is due to a fault, imprudence and/or negligence of You or one of Your users,
- of any contaminant, by virus or other IT nuisance of any type of technology used, of Your content and/or software despite Our best efforts to assure the security of Our services,

- of any direct or indirect intrusion of a third party into Your GandiMail mailboxes (attack, hacking, etc.) despite Our best efforts to assure its security, it being specified that it is Your obligation to choose passwords that are strong enough, and to protect their secrecy,
- of the reception of Your GandiMail mailboxes of spam or undesired emails, despite Gandi's efforts with regards to this, and/or of any automatic filtering of the anti-spam program (for example a legitimate email being flagged as possibly spam, and put in the "spam" folder in Gandi's webmail interface, or the temporary rejection of the email due to it being greylisted, or any other anti-spam technique,
- of the choice of email addresses and/or aliases and/or forwarding addresses, put in place and run under Your full responsibility,
- of the non-reception and/or partial reception and/or with a relay, by its sender, of an email sent from one of the GandiMail mailboxes in violation of the technical restrictions and limitations of the GandiMail service, of which You acknowledge to have been informed of and to have likewise informed each user of Your GandiMail,
- of the loss of data, since it is Your obligation to make backups on a regular basis of the content of Your GandiMail and each GandiMail mailbox at an external location of Your choice, Gandi does not provide this service within the framework of its GandiMail service, and notably to proceed with a final backup in the case of a cancellation, it being stated that, upon the expiration of the Contract (notably if Your associated domain name expired) all the content of Your GandiMail, and notably the associated GandiMail mailboxes, will be totally and permanently deleted, without any restoration possible.

By express convention, Gandi cannot be held liable for any material or immaterial prejudice whatsoever, directly or indirectly, that would result from the use of its services, of any negligence or poor usage, or the inadequacy of its services to Your needs, or those of Your users, or the rupture of the GandiMail Contract due to a breach of Your contractual obligations, or any direct or indirect prejudice, whether commercial or not, connected to a loss of data or notably a loss of business.

In the event that Gandi turns out to be responsible, and therefore, outside these exceptions of responsibility, You may not claim any indemnity from Gandi greater than the amounts already paid to Gandi in exchange for the service that was indeed unavailable for the period in question.

Section 15. Your responsibility to Your users and Your obligation of guarantee

You alone are fully responsible with regards to all the users of Your GandiMail, which remain, for Gandi, third parties to the present GandiMail Contract, and cannot benefit from the service except at Your own risk and under Your full responsibility and guarantee.

In the event of a dispute and/or prejudice resulting from any use of Your GandiMail (including any Content), directly or indirectly, You can be held liable by third parties, it is up to You to handle this with the Your offending GandiMail user.

You explicitly agree to guarantee and hold harmless Gandi of any sentencing that might arise if Gandi would be accused of the use of the GandiMail service activated on Your domain name, including if the use or the content is done by a person to whom You provided access or usage rights (contacts and/or users).

This obligation of guarantee, which additionally includes, in addition to reasonable lawyer fees, will continue after the end of the present GandiMail Contract, Gandi's General Service Conditions, and the Terms and Conditions of Domain Name Registration at Gandi to which the GandiMail service is accessory.

You commit Yourself to facilitating the rapid resolution of any problem or dispute tied to the use of Your GandiMail and notably, if applicable, to send to Us immediately upon request, the identify and Contact information of any third party (notably any user) that is in violation.

Section 16. Personal information

Gandi's General Service Conditions include all the information pertaining to the gathering and processing of Your personal information, Your rights, and how You can exercise them.

Additionally, You acknowledge and accept that it is Your obligation to assure that every person to whom You provide usage rights to the GandiMail service abide by them (including the Contacts and users of the GandiMail mailboxes if applicable), the rights of everyone of their personal information, and collect, if applicable, their consent beforehand, when You or

You Your Contacts under Your responsibility, create GandiMail mailboxes for a third person.

Section 17. Transferring the Contract

You acknowledge and accept that Gandi reserves the right to transfer to any other company the rights and obligations of the present company.

On the other hand, You cannot cede the GandiMail service to a third party, independently of the domain name to which it is attached, without the express and exceptional agreement of Gandi and the beneficiary.

Section 18. General provisions

The preamble is an integral part of the Contract.

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

In the event of any clause of the Contract being declared void or non-enforceable by a competent court, it shall be declared unwritten, and other stipulations shall remain in force to their full extent.

In compliance with applicable the article 1165 of the Civil Code, this Contract shall only have effects between the contracting parties, and may not be invoked by third parties.

Section 19. Applicable law - Jurisdiction

The Contract is subject to Luxembourg law in both content and in form. 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>

You agree that You have been informed and expressly accept that if no amicable solution is found, in accordance with current law, and unless there exists a clause to the contrary, any dispute concerning the validity, interpretation or execution of this Contract shall be brought before the competent courts in the jurisdiction of the headquarters of Gandi International.