

# CONTRACT CONCERNING THE RESELLER SERVICE FOR THE REGISTRATION AND MANAGEMENT OF DOMAIN NAMES AT GANDI BY RESELLERS AND CUSTOMERS WITH LARGE PORTFOLIOS

Version 1.1 dated January 1st, 2014

You acknowledge that the subscription and use of the Reseller service for the registration and management of domain names at Gandi by Resellers and Large-portfolio customers implies the unconditional acceptance of and adherence to Gandi's General Service Conditions, the Terms and Conditions of Domain Name Registration at Gandi, and the special conditions, rules and obligations applicable to each extension concerned as required by the Trustee authorities and the Registries, the special conditions of the optional accessory services that may be provided, as well as the prices, and the technical conditions and limitations of Our services, indicated on Our website <http://www.gandi.net>, and the present Contract concerning the use of the Reseller service for the registration and management of domain names at Gandi on behalf of their customers, and Large-portfolio customers for themselves (hereafter referred together as "Our Contracts or the "Reseller/Large-portfolio Customer Account Contract" or the "present Contract").

Our Contracts can be viewed at any time on [Our website](#), and they will also be presented during any subscription to the Reseller and/or Large-portfolio customer Account, in accordance with the contractual process outlined in Gandi's General Service Conditions. You acknowledge to have read and understand them, and accept to be bound by them and to unconditionally abide by them both within the framework of Your dealings with Gandi, as well as with Your contractual relationship with Your own customers.

Capitalized terms used in the present Gandi Reseller Contract have the same definitions as provided in Gandi's General Service Conditions and the Terms and Conditions of Domain Name Registration at Gandi, and the special conditions applicable to the extensions concerned, unless specifically defined otherwise in the present Gandi Reseller/Large-portfolio Customer Account.

The present Contract that determines the services provided by Gandi in the framework of the Reseller/Large-portfolio Customer service, are a complement to Gandi's General Service Conditions and the Terms and Conditions of Domain Name Registration at Gandi of which the conditions take full effect unless specifically stated otherwise. In the event of a conflict between the provisions of this Contract and any other Gandi contractual document, this Contract shall prevail.

As specified in the Terms and Conditions of Domain Name Registration at Gandi, within the framework of the service of domain name registration, Gandi acts in the name and on behalf of its sister company, the French Registrar Gandi SAS. Thus within the framework of the present Reseller service, and in particular in the special conditions for each extension, any designation of Gandi as a Registrar represents the Registrar Gandi SAS.

## PREAMBLE

### ***Gandi's activity is regulated***

As outlined in Our contractual agreements, and notably in Our General Terms and Conditions for Domain Name Registration, the rules that govern the registration and management of domain names are set forth by the "Trustee Authorities" (ICANN, for example), and the "Registries" (Verisign, PIR, AFNIC, etc.) in charge of each TLD at the global or national level.

These organizations grant accreditation to Registrars, as Gandi SAS, that assign and manage domain names of various TLDs.

The terms and conditions of the accreditation contracts that bind the Registrar Gandi SAS to the Trustee Authorities and Registries apply to both the Registrar Gandi SAS and Us as well as to any individual, legal person or entity that provides domain name registration services, and any person requesting the registration of a domain name in a given extension (and notably, all Our customers).

In Our function as a provider of domain name registration service, We commit Ourselves to providing the best service possible. This being said, Our services must adhere to the technical, legal, regulatory and contractual restrictions as, in particular, required by the Trustee Authorities and the Registries to which We, as well as Our customers, must abide.

These rules are incorporated by reference to Our contractual agreements, and are an integral part of said agreements.

Consequently, by providing You with Our tools under the conditions of this present Contract, and with a large degree of autonomy of utilization, and by allowing You to have exclusive contact with Your customers, We also delegate the obligation to abide by and to assure the adherence of Your customers to all applicable rules and regulations (specifically those of France and Luxembourg), the rules enacted by the Trustee Authorities and the Registries as well as Our contractual agreements.

### ***Definition of the "Reseller" profile:***

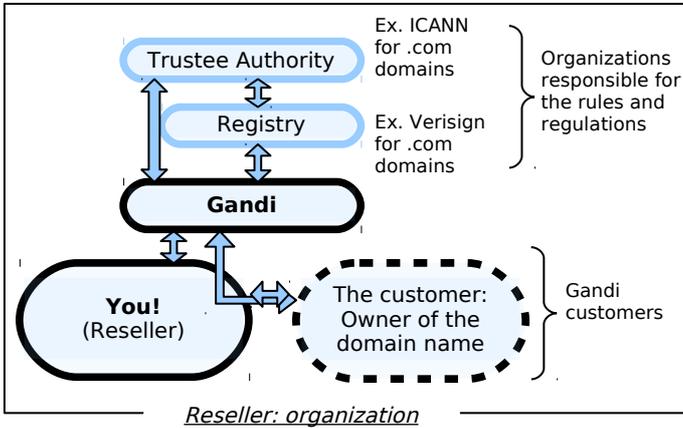
A "Reseller" is a registered organization (legal entity) that is bound to Gandi by the present Reseller Contract, that registers and manages many domain names for their own customers by using special tools specifically developed for the Reseller service, and which are accessible via their Account, such as defined below in Section 2.

The Reseller assigns their customer as owner(s) of the domain name(s) that are registered on their behalf, under the condition of abiding by all applicable laws and obligations that accompany the full ownership of a domain name.

In this regards, the Reseller's customer is also Gandi's "Customer", but only as defined in Gandi's General Terms and

Conditions of Domain Name Registration (*meaning, that the customer 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 in the "Whois" database, available for example on <http://www.gandi.net/whois>*).

Our role in the structure can be seen as illustrated in the following diagram, for any given TLD:



After having opened an Account (definitions and procedures may be found in Section 2), the Reseller has access to many tools and privileges that are specific to Our Reseller service.

The present Reseller Contract defines Our respective rights and obligations: those of Gandi, as a provider of domain name registration, and Yours, as a Reseller, benefiting as such from special tools and privileges; and those of the Customers, owners of domain names.

**Definition of a large-portfolio customer**

A large-portfolio customer is a registered organization (legal entity) bound to Gandi by the present Contract, that registers and manages many domain names for itself, by using special tools specifically developed for the Reseller service, that are accessible via their Gandi Account (*large-portfolio customer, such as defined below in Section 2*).

Unlike the Reseller, a large-portfolio customer is the owner of domain names that they have registered and manage through Gandi's services for their own behalf.

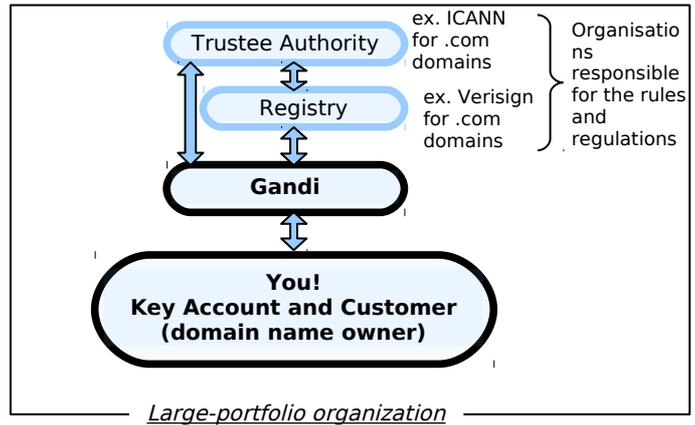
In this regards, a large-portfolio customer is Gandi's Customer, as defined in Gandi's General Terms and Conditions of Domain Name Registration (meaning, the physical or moral person that is declared as the owner of the domain name upon its registration and visible as such in the Whois database, notably accessible at <http://www.gandi.net/whois>).

The large-volume customer is particularly well suited for a company that registers many domain names for their own use, and/or for a Reseller that wishes to use the same tools and privileges for their own domains, via their usual Reseller Account.

As with any other domain name owner, large-portfolio customers may consent to grant a license of use to third parties of domain names for which they are owner, under the condition that the rules governing the extension concerned allow such action, and that also it strictly abides by Our Contracts.

These third parties are therefore not Gandi's customers, and any contracts with them do not take precedence over those with Gandi, the Trustee Authorities, or the Registries.

Our role in the structure can be seen as illustrated in the following diagram, for any given extension:



After having opened a "Reseller/large-portfolio customer" Account (*definitions and procedures may be found in Section 2*), the large-portfolio customer has access to the many tools and privileges that are specific to Our Reseller/large-portfolio customer service.

The present Contract defines Our respective rights and obligations: those of Gandi, as a provider of domain name registration, and Yours, as a large-portfolio customer, benefiting as such from special tools and privileges; and as a Customer, owner of domain names.

**Section 1 - GANDI's commitments**

You benefit from the tools and privileges which constitute Our "Reseller/large-portfolio customer" services upon the creation of Your Gandi Account (*Section 2 hereafter*) and upon Your adherence to to Our Contracts, which define the basis of Our obligations toward the owners of domain names.

**1.1. Domain name registration and management services**

Gandi grants You the non-exclusive, revocable, and non-transferable rights to offer to Your customers its domain name registration and management service on the Internet. This is true for all or some of the TLDs for which Gandi is accredited, via special tools that We make available to You via a special interface (*Reseller profile*), or to profit from these tools for Your own domain names (*Large-portfolio Customer profile*).

Our service is one of a technical intermediary between You, Your customers, the Trustee Authorities, and the Registries. As a technical agent, Our main service is to send Your requests

(*Large-portfolio Customer profile*), on Your behalf, or on behalf of Your customers (*Reseller profile*), to the appropriate authority.

### **1.2. Bulk rates**

As stated below, as a Reseller or Large-portfolio customer You benefit from sliding bulk rates, as may be seen on Our website at <http://www.gandi.net/domain/price>.

### **1.3. Special interface**

You benefit from a special interface and additional management rights that allow You to use Our Reseller services in a way that is autonomous and secure via Your Account.

### **1.4. Access to special tools**

You have access to special tools, such as for example the automated API (Application Programming Interface), accessible via this special interface, that allow You to manage Your domain names or those of Your customers while personalizing Your relationship with Your customers.

### **1.5. Priority support**

As a Reseller or Large-volume Customer, You benefit from priority access to Our customer care service.

### **1.6. Organizational liberty**

As a Reseller, You have greater independence in the organization of Your activity, and Your legal structure, for structuring Your work methods, and the choice of Your collaborators or correspondents. This is done so in a way that allows You to provide to Your customers with the best quality of service possible under the condition that they abide by current applicable rules and regulations, specifically those of France and Luxembourg, as well as the norms defined by the Registries and Trustee Authorities, in addition to Our contractual agreements.

### **1.7. Exclusive nature of the relationship with Your customers**

As a Reseller or Large-portfolio Customer, You are Our unique interlocutor. Domain names registered at Gandi through a Reseller are sold by the Reseller in his name and on his behalf, these customers belong to him in full. Thus, Gandi agrees to not canvass or contact Reseller customers directly and/or on Our own, You remain the only interlocutor of Your customers.

However, in accordance with the rules enacted by the Trustee Authorities and Registries and with the obligations of the Registrar Gandi SAS as Registrar, We and/or the Registrar Gandi SAS may contact Your customers in the following cases without We and the Registrar Gandi SAS being held responsible because of this:

- to meet a legal, procedural or contractual obligation, notably one that is required by a Trustee Authority or a Registry (*for example, in the context of obtaining the necessary authorization for a domain name transfer between Registrars, or as part of the verification of the data associated with a domain name*), being specified that Gandi agrees, wherever possible, to give You a deadline of 24 hours to directly contact Your customer,

- in accordance with ICANN rules, Registrars must notify, the holders of domain names under an ICANN extension, of their domain names' expiration (1 month before expiration, 1 week before expiration, and 1 day after expiration). Consequently, in order to comply with these rules, the Registrar Gandi SAS has to send these 3 notifications to the email address of the owner Contact registered in Our database for each domain name under an ICANN extension. The Registrar Gandi SAS can not in any way contravene these rules which are mandatory for all ICANN-accredited Registrars,
- in accordance with the rules and the accreditation agreement binding the Registrar Gandi SAS to ICANN, Registrars must verify the reachability of any owner Contact of a domain name. Consequently, in order to comply with this rule, the Registrar Gandi SAS will send to the email address of the owner Contact as indicated in its database an email with a link that must be validated in order to testify the validity of its email address (see section 3.4). The Registrar Gandi SAS can not in any way contravene these rules which are mandatory for all ICANN-accredited Registrars,
- in application of a ruling of the courts or a competent authority, it being specified that Gandi agrees, if the applicable law or rules allow it to Us, to give You a deadline of 24 hours to contact Your customer directly,
- to answer a question that Your customer has asked of Us on their own and which You may not have answered, it being specified that for any question relating to the use of a domain name registered through Your services, Gandi will first forward the customer to You,
- to make up for a lack on Your part, if You do not respond to Your customer, if You are not reachable within 48 business hours or if You illegitimately oppose to the exercising of Your customer's rights concerning their domain name (*refer to Gandi's General Terms and Conditions of Domain Name Registration*),
- if a customer contacts Gandi directly to subscribe to Our services, without solicitation from Gandi, its agents, or partners.

Gandi will not intervene in Your relationship with Your customers (Reseller), unless there is a serious dispute in which You prevent the owner of a domain name or names from exercising his or her rights, and which came to Our attention, and which would result in the breach of Our Contracts, notably the infringement of the rights granted to the owner of a domain name.

Additionally and in any case, You agree that, in particular in application of the rules of the Trustee Authorities and Registries, We, the Registrar Gandi SAS, the Trustee Authorities, and/or the Registries may directly contact Your customers and/or act upon the domain names associated with Your Account. The circumstances of such interventions are outlined in Sections 8 hereafter, and in Gandi's General Terms and Conditions of Domain Name Registration. You agree and accept to hinder these interventions, to which You irrevocably give Your full consent and approval.

This being said, in application of the rules of the Trustee Authorities and Registries We cannot allow You or Your customers to enter into direct relation with the Registries or the Trustee Authorities, except when such contact is expressly required by these entities.

## **1.8. Conditions of reselling Our services to Your customers**

By exception, Gandi authorizes You to resell its Reseller service(s) under the following conditions:

- You do not simply resell them, but rather, that they constitute a sub-category of a larger range of services that You supply, and to which You bring Your own added value,
- customers of these services may also be companies, associations, or other registered organizations or public bodies (legal entities),
- You inform them that You are using the services of the Registrar Gandi SAS, and You are not an accredited Registrar,
- You assure that Your customers abide by, and/or their customers abide by, Our contractual agreements (<https://www.gandi.net/contracts>), all current applicable rules of the Trustee Authorities and the Registries, all current applicable local laws, and particularly those of France and Luxembourg, and the specific obligations as stated in the present Contract. This being said, third-party resellers are not Gandi Customers, and the contract(s) that bind them to You are non-invocable with Gandi, the Trustee Authorities, or to the Registries, with whom You alone are accountable.

## **Section 2 - Special conditions to the subscription to the Reseller/Large-portfolio Customer service**

In order to benefit from Our Reseller services, You must:

- be a registered company (legal entity), be able to supply documentation to justify this immediately upon demand,
- have a Reseller or Large-portfolio Customer profile as defined above,
- first open a specific Gandi Account (*Reseller/Large-portfolio Customer account*) as specified below.

The creation of Your account is free and is done directly online via Our website.

Within the framework of this service, and as an exception to Gandi's General Service Conditions, this is a Gandi handle that has a specific status (Reseller, or Large-portfolio customer, depending on the corresponding profile), as well as a password, which will allow You to access the privileges and features of the Reseller/Large-portfolio Customer service (hereafter Your "Gandi Account" or "Reseller/Large-portfolio Customer Account").

When creating or converting a conventional Gandi Account into a Reseller/Large-portfolio Customer Account, You will accept to be bound by the present Contract. Note that the conversion of a classic Gandi Account to a Reseller/Large-portfolio Customer account is irreversible.

If Your activity defines You both as a Reseller and a Large-portfolio Customer, You may open a single Account to manage both Your own domains and those of Your customers.

Note that if You prefer to separate Your Reseller activities and Your Large-portfolio Customer activities, You also have the possibility of opening several different Accounts. Nonetheless, note that the addition of Accounts will affect the bulk rate calculations, as they are based on the activity of a given Reseller or Large-portfolio Customer Account.

You acknowledge and accept that the opening and maintenance of Your Gandi Reseller or Large-portfolio Customer Account(s) depend on Your adhering to Our Contracts, and notably all of the obligations stated in Section 3, of which You specifically guarantee Gandi throughout the duration of the Contract.

## **Section 3 - Your specific obligations within the framework of the Reseller/Large-portfolio Customer service**

You acknowledge and accept that the obligations listed in Our Contracts that are incumbent upon You, whatever the service subscribed to (*and notably those listed in Section 3 of Gandi's General Service Conditions*) are fully in force within the application of the present Gandi Reseller/Large-portfolio Customer service.

Consequently, You commit Yourself to choosing a service that corresponds to Your needs, to abide by and assure that Your customers abide by Our Contracts and the technical specifications and limitations of Our services, in order to assure within the framework and the extent of Your legal obligations that Our services are used in a manner that is legal, and to identify Yourself to Our services.

Additionally, in accepting the present Contract, and in using Our Reseller/Large-portfolio services, it is Your responsibility to constantly assure that the following specific obligations are met.

### **3.1. Using Our services as a Reseller**

You accept to, within the framework and the extent of it is required by applicable law, rules, and regulation, and in particular by the rules of the Trustees Authorities, and/or the Registries:

- register each of Your customers as the owner of the domain name registered on their behalf via Our services, and to assure adherence to the rights and obligations of Our contractual agreements Contracts pertaining to the registration of each and every domain name in Our database,
- adhere to and assure the adherence to the rights that Your customers have as domain name owners, in application of Our Contracts, under all circumstances, and even in the event that Your customer is default on a payment and has not paid You for the domain name registration services or other services that You provide to Your customer(s),
- You are responsible for payment issues between You and Your customer(s), and You agree to not request Our intervention so as to put pressure on Your customer(s) via their domain name(s). You specifically accept and agree that We cannot give any preferential treatment to You in any dispute between You and Your customer(s),
- if You deny Your customer(s) their legitimate rights pertaining to the management of their domain name(s), We will have grounds for offering to Your customer that We disassociate their domain name(s) from Your Account, allowing them to thus gain autonomous control over the management of their domain name(s) in order to exercise their rights as owner,
- inform Your customers, including resellers, that You are not directly the domain name registration service provider of the supplied domain names, and specifically that You are not an accredited Registrar but rather that You use the services of the Registrar Gandi SAS. Additionally, You agree to not display or

use any logo of the Trustee Authorities without the express previous agreement of the latter, which You must be able to demonstrate immediately upon request,

- assure, within the framework and the extent required by applicable law, rules, and regulation, and in particular by the rules of the Trustees Authorities and/or the Registries, that Your customers respect all applicable law,
- assure that You take care to provide the best possible level of service, that is in line with professional ethics,
- maintain a relationship of confidence with Your customers, in such a way as to not harm the reputation of Gandi, the Trustee Authorities, or the Registries,
- provide customer support necessary for the use of the services, within a reasonable response time,
- fulfill Your duty to provide Your customers with information and to follow consumer protection laws,
- act on behalf of of Your customers after first getting their permission to do so, in the combined framework of Our Contracts and all applicable laws of France and Luxembourg,
- assure that You have correctly acquired the acceptance of all Our Contracts and rules enacted by the Trustee Authorities and Registries by Your customers, specifically all of the obligations that are incumbent upon them in their title as domain name owner or contact of a domain registered at Gandi, or beneficiary of one of Our services. You also declare that You can provide Us with the written or electronic proof of the acceptance of Our Contracts by each of Your customers immediately upon request, in accordance with the laws of France and Luxembourg,
- take responsibility for all of the obligations and responsibilities that are within Our Contracts with regards to Your customers and/or third parties, and You guarantee Gandi of this,
- add to Your own contracts with Your customers, the clauses required by the Trustee Authorities and Registries and to indicate the Registrar Gandi SAS as an accredited Registrar or provide the means necessary to identify the Registrar Gandi SAS as such. In particular, in accordance with the rules and the accreditation agreement binding the Registrar Gandi SAS to ICANN, add in Your own contracts all the clauses required by the ICANN accreditation agreement available at the following address: <http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.htm>, or by any ICANN policy notably available at the following address: <http://www.icann.org/en/resources/registrars/consensus-policies>,
- identify Gandi SAS as an accredited Registrar to Your customers immediately upon their request,
- to not allow, within the framework and the extent of it is required by the applicable law, rules, and regulation, and in particular by the rules of the Trustees Authorities and/or the Registries, Our service to be used or participate in any illegal, fraudulent, or prejudicial activity of any kind, or in violation of Our Contracts, within the conditions contrary to the rules set forth by the Trustee Authorities and/or the Registries.

### **3.2 Specific clauses to certain Registries and Trustee Authorities applicable to Resellers**

#### **Specific clauses to ICANN extensions**

In application of the rules enacted by ICANN:

- You agree to publish, on the website on which You provide Your services, the applicable fees for renewal, late renewal (if different), and restoration when appropriate, as well as the methods used to deliver the expiration notifications to Your customers, and to insert a link to these pages in Your contract with Your customers,
- You accept to insert on the website on which You provide Your services a link to:
  - the registrant educational materials page: <https://www.icann.org/en/resources/registrars/registant-rights/educational>
  - the page identifying the registrants' benefits and responsibilities: <https://www.icann.org/en/resources/registrars/registant-rights/benefits>
- in the event that You provide a private domain registration or proxy service for ICANN extensions, You commit Yourself to comply with the ICANN « Specification on Privacy and Proxy Registration » available at the following address: <http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.htm#privacy-proxy>, and to add in Your own contracts and on the website on which You provide these services all the clauses required by this specification,
- in the context of the generic extensions granted by ICANN and in accordance with ICANN rules, the Registries and Registrars have the obligation to implement a “Trademark Claim Notice” period during the periods before the general opening except Sunrise periods and during at least 90 days upon the general opening. During this period if the domain name for which You requested registration in the name and on behalf of one of Your customers indicated as the owner Contact, is identical to a trademark that is registered and validated with the trademark rights protection mechanism “TMCH” (Trademark Clearinghouse) established by ICANN, You will received a warning notice “Trademark Claim Notice” in real time on Our interface informing that a third party has rights in the name You requested the registration to the name and on behalf of Your customer. You must, in the name and on behalf of Your customer, confirm or cancel Your registration request, with full knowledge of the notice and its consequences. It being specified that if You do not confirm the notice, Your request will not be sent to the Registry. For requests made in preregistration, beginning one day prior to the general opening, the Registrar Gandi SAS will notify You by email of the “Trademark Claim Notice” and Your registration request will be put in “error” until You confirm or cancel Your registration via Our interface. It being specified that, in accordance with ICANN rules, if You do not confirm the notice, Your registration request will not be sent to the Registry upon the general opening and the Registrar Gandi SAS and Us can not, in any case, be held liable of the non-registration of Your domain name and particularly if the domain name is registered by a third party who has validated the “Trademark Claim Notice” upon the general opening. In any case, You commit Yourself to forwarding these notices to Your customers to allow them to have full knowledge of them.

#### **Specific clauses to ccTLDs managed by VeriSign (.TV, .CC)**

In application of the rules enacted by VeriSign:

- VeriSign, is and shall be, an intended third party beneficiary of this contract.

- You agree to use commercially reasonable efforts to promote, solicit and procure registrations from the Registry's services and to do this in a competent and professional manner that reflects favorably on VeriSign's reputation and services.
- You acknowledge, accept and You shall require all Your customers to agree to:
  - that Verisign may perform, in its unlimited and sole discretion, scans or other views of websites available in an extension concerned for the purpose of detecting malware or as necessary to protect the integrity, security or stability of VeriSign system ("Malware Scans"),
  - ensure all communications with or to the VeriSign systems, the Registry, any other Registry operated under an agreement with ICANN, or any ICANN accredited Registrar and all softwares, systems or hardwares used, shall be free of malware. Failing this You and the domain name owner will employ all necessary measures to eradicate the malware and reduce its effects at Your and the domain name owner sole cost expense,
  - grant Verisign all necessary licenses and consents and, if necessary, obtain such licenses and consents from all holders of rights in all websites concerned to permit Verisign or its agents: to perform, in Verisign's unlimited and sole discretion, Malware Scans, to collect, store, and process data gathered as a result of such Malware Scans, to disclose the results of such Malware Scan to the Registrar and/or the Reseller, and to use the results of such Malware Scan in connection with protecting the integrity, security or stability of VeriSign system,
  - that the results of any Malware Scan identifying malware or potential malware shall not be deemed to be confidential or proprietary information of the Registrar, the Reseller, the owner of the domain name or any other rights holder concerned,
  - that VeriSign does not warranty that such Malware Scan will detect any and all Malware or that Verisign is responsible for notifying the Registrar, the Reseller, the domain name owner or any other person or entity of any malware or cleaning any malware from any domain name owner systems,
  - indemnify, defend and hold harmless Verisign and its affiliates, suppliers, vendors, subcontractors and the Registry, and their respective employees, directors, officers, representatives, agents and assigns from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, any Malware Scan, the failure to conduct a Malware Scan, the failure to detect any malware, or the use of any data from Malware Scans, and not conclude any settlement or compromise of any such indemnifiable claim without the concerned parties prior written consent.
- in conformity to Our Contracts, You commit Yourself to supplying complete, accurate and reliable personal contact information, and to keep them up-to-date both for You and for Your customers and their Contacts, in order to maintain the information in the public Whois database accurate, complete, and up-to-date, in accordance with the rules set forth by the Trustee Authorities and the Registries. You must also inform Your customers about the publication of their personal information in this Whois database, and abide by the specific law established for the protection of personal data, in particular the modified law of the 2nd of August 2002 relative to the protection of persons with regard to the processing of personal data, and guarantee Gandi of this, in such a way that We are never bothered by Your activity,
- in accordance with the rules and the accreditation agreement binding the Registrar Gandi SAS to ICANN, in the framework of its obligation to verify the reachability of any owner Contact of a domain name, the Registrar Gandi SAS will send to the email address of the owner Contact as indicated in its database an email with a link that must be validated in order to justify the validity of its email address. The email sent by the Registrar Gandi SAS must be validated within 15 days, or the domain name(s) of the owner Contact registered under an ICANN extension will be suspended until the validation of its email address. This verification is made once by email address, following the registration of a domain name, a transfer in or an owner change as well as following a modification of the email address associated to the owner Contact, if the email address has not been previously verified under this procedure. The verification of the email address associated to Our Reseller Account or Large-portfolio Account is also required and is made in accordance with the procedure detailed above,
- You acknowledge and accept that, in application of rules enacted by the Trustee Authorities and/or Registries, We may be led to act on the domain name that You manage, in the cases set forth in the Terms and Conditions of Domain Name Registration at Gandi, and You commit Yourself to informing Your customers of this and to not hinder Our actions in any way or means,
- You agree to not hinder any actions that We may ask of You or take directly with regards to Your domain name(s) that You manage, in application of Our Contracts and notably the Terms and Conditions of Domain Name Registration at Gandi and/or due of their violation,
- You specifically agree to insure Your activity in such a way as to effectively cover all the damages that may arise due to Your activity, in such a way as to efficiently guarantee Gandi of Your obligations,
- You commit Yourself to act in such a way that Gandi is never bothered by Your activity and/or Your usage of Our services,
- You acknowledge that in the event of a dispute pertaining to the modification made or requested concerning the registration of one or several domain names or their DNS via Your Gandi Reseller/Large-portfolio customer Account, You will be solely and fully responsible and must guarantee Gandi against any prejudicial consequence that might arise, in such a way that We are never bothered by it.

### **3.3. When You use Our services as a large-portfolio customer**

You accept to abide by all of the obligations that pertain to all Gandi customers, and in particular Our contractual agreements, including in the event of a License of Use which would be granted to a third party for one or more domain names.

### **3.4. You agree, for each of the domain names registered via Our services**

- prepay for services purchased, according to the special means and rates of which You benefit at the time You placed Your order via Our Interface,

### **3.5. Responsibility and obligation of guarantee**

You are fully and wholly responsible for the use made of Our

services through Your service, and any other use of Your Reseller/Large-Portfolio Account(s). Any responsibility of Gandi, the Trustee Authority and/or the Registries is excluded with regards to this.

You agree to facilitate the rapid resolution of any new problem that may arise in relation with the use of Our services by Your service.

In any case, You commit Yourself to indemnify, guarantee, defend, and hold harmless Gandi, the Registries, and the Trustee Authorities and their directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and actions of third parties in relation to the registration or use of the domain names that You manage. You will be responsible for covering all damages, costs, and expenses resulting from these actions or accusations, including reasonable legal fees of legal advisors and lawyers.

More specifically, You agree to indemnify, guarantee, and hold harmless Gandi of any prejudice and/or condemnation that might occur, directly or indirectly, due to Your activities and/or Your use of Our services, and/or the use of Our services by Your customers and/or any third party via Your service.

The obligations outlined in this Section 3.5 shall continue after the termination of the present Contract, for any reason, and specifically pertain to the contracts between Us and the Trustee Authorities and Registries.

#### **Section 4 - Prices - Means of payment**

You are subscribing to the present service in conformity with the contractual process described in Gandi's General Service Conditions.

In the framework of the Reseller/Large-portfolio customer service, and as indicated in Section 3 below, it is Your obligation to prepay for all services ordered, including for those on behalf of Your customers. It is then Your obligation to be sure that You are paid, as Your obligation to pay is, except exceptions in the present Contract, irrevocable, given the domain name attribution system.

Upon the opening of Your Gandi Reseller or Large-Portfolio Customer account, You benefit from current applicable bulk rates, as displayed on Our website at all times.

Applicable rates are those that are displayed at the time of Your order. You are free, as a Reseller, to set the prices for Your customers, as they are services provided within the framework of the Reseller service.

On the other hand, We must assure the reception of payment for the amounts corresponding to the requested registrations before implementing them; this is a direct result of Our obligations with regards to the Trustee Authorities, and Registries.

Consequently, when payment is made by the Gandi Prepaid Account, it must be sufficiently credited at the time of each order made via Our system, whether for You or on behalf of Your customers, in order to allow them to be paid in time.

In accordance with Our Contracts We will complete Your order(s) immediately upon reception of full payment, or within the following seven (7) work-days.

On the other hand, if We do not receive full payment (*payment received and validated*) within the necessary deadlines, in conformity with Our Contracts, Your orders shall not be completed, and You will need to proceed with a new order in order to benefit from the desired services (*subject to the continued availability of the domain name for registration, notably in cases when this involves the registration of a domain name*).

With the exception of cases approved by Our customer service department, You acknowledge to have been informed of and accept that We cannot refund You for services that We have already provided and for which You have prepaid for Your customers, even if Your customers have not paid You.

We therefore strongly recommend that You assure that You are paid for Your services by Your customers before placing any registration or order of any type via Our order interface, in order to avoid any dispute concerning payment, for which You specifically agree that We cannot intervene.

On the other hand, We shall refund You for each operation that could not be completed, under the condition that this operation may still be canceled and refunded by the Registry, in conformity with the Terms and Conditions of Domain Name Registration at Gandi.

#### **Section 5 - Duration of the Contract**

The present Contract takes effect upon the opening of Your Gandi Account (Reseller or Large-portfolio customer) via Our web interface, and continues until terminated.

#### **Section 6 - Using the service**

For the entire the duration of the Contract, You can manage Your Account (Reseller or Large-portfolio customer) via Our website and specific applications, made available by logging in with Your Gandi handle and password, as with any other service subscribed to at Gandi.

In accordance with Gandi's General Service Conditions, a Gandi handle is automatically allocated to each of Your customers. However, they can not log into to Our Interface with these handles on their own as long as their Gandi Account is attached to Your Reseller Account.

Gandi provides You with an additional interface on its website, "Gandi XML API", a management and order interface via XML RPC. You agree to abide by the specific terms of use of this additional interface, such as figure on Our website, as well as all the special conditions, characteristics, and technical limitations that are applicable to Our services.

#### **Section 7 - Intellectual property rights**

As an exception to Our Contracts, within the framework of utilization of this service exclusively, and conditioned upon the full

adherence to Our Contracts, We authorize You to use the trademark "Gandi" and logo, and this, only to allow You communicate Our services.

This authorization may be revoked at any moment and at Our discretion and cannot be in any way interpreted as transfer of rights, nor of an accreditation. As indicated above, You are at no time allowed to give the impression that You are an accredited Registrar, nor to convey the idea that You have special rights, an agreement, or any other accreditation or label, nor use the trademarks or logos of the Trustee Authorities or the Registries, unless You have obtained their written approval to do so, and can immediately produce a copy of said approval immediately upon request (*note a written authorization is required*).

In addition, the availability of tools specific to Reseller services, or tools necessary to the use of Our services, in no way implies the granting of any ownership rights to the services. Likewise, the granting of a license from Gandi or its partners to You for using these tools, is limited to allowing You to use these tools within the strict framework of Our services during the full duration of the present Contract.

In accordance with Our Contracts, You agree to not reproduce or modify the software, applications, tools and interfaces provided by Gandi, as well as any or all associated graphics (ex. Gandi's graphic design and logos), which constitute works protected under intellectual property right laws, and which shall not be transferred to You, with the exception of elements clearly identified as licensed under GPL (General Public License).

You agree to strictly abide by the rules governing the license of use pertaining to the various tools that You use as a part of Our Reseller services.

You may, on the other hand, and under the respect of the present Section, offer Your own interface to Your customers.

The rights granted in this section will automatically cease following the termination of the present Contract.

## **Section 8 - Actions by GANDI, the Trustee Authorities and domain name Registries**

You expressly accept that We, the Trustee Authorities, and/or the Registries, may act upon domain names registered and managed via Your Gandi Account (Reseller or Large-portfolio customer), in accordance with Our General Terms and Conditions for Domain Name Registration and in accordance with the rules and regulations as set forth by the Trustee Authorities and Registries in charge of each extension.

Our role consists of sending Your requests to these entities. We cannot honor Your requests if the associated domain name that has been suspended, blocked, or deleted by the Trustee Authority or Registry, or if You do not respect the conditions set forth by these organizations before committing Yourself with regards to Your own customers.

## **Section 9 - Specific rules concerning domain name disputes**

The Trustee Authorities and/or the registries have special rules and procedures for each extension concerning the resolution of disputes pertaining to the choice, registration, and/or use of domain names in the extensions for which they are responsible.

These rules and procedures are outlined in Our General Terms and Conditions for Domain Name Registration and in the Special Terms and Conditions of the concerned TLD, as incorporated in Our contractual agreements. You affirm that You have read, understood, and have informed Your customers of these policies and rules, and that You have obtained Your customers' express approval.

Consequently, in addition to the judicial court system, You and Your customers expressly agree to abide by any alternative applicable procedure for dispute resolution that may be introduced regarding domain names registered via Your Account with Us, in application of these alternative rules.

## **Section 10 - Contract termination**

### **10.1. Your right of early cancellation**

You may end the present Contract at any time, upon simple demand under the condition that it is accepted by Gandi (email exchanges made beforehand with Our customer service team at the email address associated with Your Gandi Reseller or Large-portfolio customer account), or by registered mail with acknowledgement of receipt to the address of Our headquarters, and with at least a one (1)-month notice. The end of the Contract will be then governed in accordance with the section 10.3 hereafter.

### **10.2. In the event of cancellation by Gandi**

#### **10.2.1. In case of a contractual breach, with notice**

Any breach of Your contractual obligations that has not been rectified within fifteen (15) calendar days beginning from the date of Our notification requesting rectification, will be grounds for the suspension, or cancellation of the present Contract, Your Gandi Reseller and/or Large-portfolio customer Account and any services that may be associated with these accounts without any formality, and without Your being entitled to any damages or refund, whatever contractual period is underway when this termination occurs. The end of the Contract will be then governed in accordance with the section 10.3 hereafter.

You acknowledge and accept that Gandi cannot be held accountable for any punitive action taken from any or all of Your customers due to the termination of the Contract, and guarantee Gandi of this. In addition You risk exposing Yourself to the payment of penalties and interest in the case of prejudices, and the application of penalties, if applicable, according to applicable current French and Luxembourg law.

#### **10.2.2. In the case of a serious breach, without warning**

You acknowledge and accept that, in the framework of the

Reseller service, that the following are considered as serious breaches of Your contractual obligations:

- any serious breach as defined in Our Contracts, and notably any use of Our services, directly or indirectly in violation of Your obligations in application of Gandi's General Service Conditions (Section 3), the Terms and Conditions of Domain Name Registration at Gandi (Section 3), and the special conditions pertaining to the extensions concerned, and which have been defined as a serious breach,
- deliberately providing false, incomplete, inaccurate, or outdated contact information, for Your Gandi Account (Reseller and/or Large-portfolio customer),
- allow Your customers, via Your service, to violate any of the obligations of Our Contracts, rules of the Trustee Authorities and/or Registries, and/or applicable French and Luxembourg law,
- the fact of generating, by negligence or interference, numerous complaints from Your customers,
- any breach of Your obligations in Your role as a Reseller as established by the Trustee authorities (for example, in the Registrar accreditation agreement, in that which concerns ICANN extensions), and/or the Registries.

In conformity with Our Contracts, please remember that:

- any serious breach of Your obligations is grounds for the termination of the present Contract, the suspension or deletion of the Reseller service and/or Your Reseller account, without any formality or notice. The end of the Contract will be then governed in accordance with the section 10.3 hereafter,
- Gandi can therefore not be held responsible for any direct or indirect consequences tied to the suspension, the deactivation, or deletion of the Reseller and/or Your Large-portfolio customer account,
- You cannot lay claim to any indemnity or refund from Gandi due to this fact, and You expose Yourself to penalties in application of current French and Luxembourg law and Our Contracts,
- You shall assure that Your customers do not engage in these deviant practices, which constitute a serious breach of Our contractual agreement, justifying the suspension without notice, or the deletion without notice of the concerned domain name(s). The suspension may be maintained until the Expiration of the domain name, in order to prevent these deviant practices, without prejudice to the application of penalties as set forth by applicable laws and the indemnification of prejudice caused by these violations.

In addition, You agree to not oppose any action that We may ask of You, or that We may directly take Ourselves, on a domain name that You manage, in order to put an end to a serious breach of the Contract, and specifically if it has been observed that the activity associated with the above-mentioned domain name is prejudicial, in conformity with Our Contracts.

#### **10.2.3. If Gandi must act**

You accept that, in accordance with current rules and regulations in France and Luxembourg and the rules enacted by the Trustee Authorities and Registries, We and/or the Registrar Gandi SAS may be forced to terminate the present Contract, proceed with the

suspension or immediate deletion without notice of Your Gandi Reseller Account and, consequently, all or any part of the services that are associated with it:

- to meet a legal or regulatory obligation, or in application of the rules that the Registrar Gandi SAS must follow as a technical intermediary, notably as a Registrar, or
- when ordered by a competent authority (*and notably in application of a court or extra-judicial order*),
- for some optional accessory services, if We receive a notification in conformity with the article 62 (1) of the modified law of the 14th of August 2000 relative to the electronic commerce (called LCE),
- to fix a technical problem or in the framework of any action designed to allow maintaining or repairing the stability of the system.

You acknowledge and accept that within the framework of the present Section 10, You cannot claim any indemnity or refund, no matter the contractual period underway in which the termination by Gandi shall occur.

#### **10.2.4. In the event of inactivity of Your Gandi Account**

During the term of the Contract in the event of a prolonged inactivity of Your Reseller Account, and if Your Gandi Account (Reseller as well as Large-portfolio Customer Account) is no longer associated with any domain name, We may ask You Your intentions concerning the continuation of the Contract.

If You do not reply to this request, We reserve the right of closing Your Account with a one (1)-month's notice, and We will Refund You any credit that remains on Your Account, under the condition that You may still be reached so that You can provide Us with Your street address and/or current bank account information that will allow Us to provide You with a refund.

#### **10.3. Consequences of the end of the Contract for Reseller**

At the end of the Contract, Gandi agrees not to canvass the customers of its Resellers, in any way whatsoever, and for a period of 1 year, directly or through any agent or partner, to offer its own services, as the customer does not become a Gandi direct customer at his own request and initiative or because the Reseller has himself ended his relationship with this customer. This present clause does not prevent Gandi, if required and pursuant to its obligations towards the Trustee Authorities and/or the registries, to contact these clients about administrative or technical issues concerning them.

In case of suspension or termination due to a breach of the present Contract, Gandi will recover the management of the domain names associated to Your Reseller Account and will grant to Your customers full autonomy to choose another domain name provider which they deem suitable, within the bounds of the Terms and Conditions of Domain Name Registration at Gandi and the transfer rules between Registrars.

In the event of a cessation of Your activity, You agree to look for a new provider for any domain names that may be associated to Your Gandi Reseller Account, and to inform Your customers of

this. We may also help You find this new provider or offer to take up the management of the domain names for Your customers.

If You choose Gandi as the new provider, You hereby grant Us the authorization to contact Your customers directly as the owner and/or contacts of the domain names, in such a way as to allow Us to manage the domain names in Your place. Gandi will allow Your customers full liberty to choose another domain name provider as they wish, within the bounds of the Terms and Conditions of Domain Name Registration at Gandi and the transfer rules between Registrars.

In any case, it is Your obligation to first assure the authorization of Your customers with regards to the transfer of the management of their domain names in the event of a cessation of Your activity or the closing of Your Gandi Reseller Account, for any reason whatsoever.

### **Section 11 - Exclusions and limits of the liability of Gandi and the Trustee Authorities**

In addition to the exclusions and limitations of liability as set forth in Our Contracts, 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 adherence to 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 take such actions on the domain name, in accordance with Our own contracts with these organizations, and as outlined in Our contractual agreements, and You expressly accept this.

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.

### **Section 12 - Personal information - Whois directory**

You affirm that You shall abide by and assure the adherence to Our contractual agreements concerning the processing of personal information, the purpose of such processing and to whom the data is provided.

Gandi agrees to use the information relating to Your customers only to the extent that it is strictly necessary for the exercise of Our domain name registration services.

You shall assure that Your customers can exercise their right to access and modify their information, in accordance with applicable current French law, and to explain to them the consequences of exercising their right of opposition, given the publicly-available Whois database, as mentioned in Our Contracts.

You agree to provide complete, accurate, and reliable information for Yourself, Your Gandi Accounts (Reseller or Large-portfolio

Customer), domain names, Your customers, the owners and the Contacts of domain names that You register and manage via Your Account (Reseller or Large-portfolio Customer) on Our website.

This information is provided, by either You or Your customers, and is under Your full responsibility. You may modify them Yourself via Our website so that they remain exact, accurate, and up-to-date.

You commit Yourself to regularly correcting and updating personal information associated with all domain names registered through Your Gandi Account (Reseller or Large-portfolio Customer), during the entire period of validity of the domain names. In application of the regulation of the Trustee Authorities and Registries, failing to abide by this obligation is grounds for the termination of the present Contract and deletion of all domain names concerned, and will make You liable for damages in accordance with Our Contracts.

You commit Yourself to providing Us with all the information pertaining to the registration of domain names, for Your customers the domain name owners, as well as for the Contacts, so that the Whois database may be kept up-to-date, to assure the overall proper functioning of the global domain name administrative database, and to assure the proper functioning of the domain name system. In addition, You agree to publish the information of Your customers according to the privacy policies defined by the Trustee Authorities and the Registries if You provide a Whois service, and to take all reasonable steps to protect information stored in Your systems.

At the end of this agreement, whatever the cause, Gandi will delete all information relating to Your customers, except for information that applicable law and the Registrar statut of the Registrar Gandi SAS require remain stored.

### **Section 13 - Modification of the Contract and prices**

Our Contracts and Our prices are subject to change, preceded by a notice to this effect at least one month prior to the change, notably to take into account changes in legislation, legal interpretation, technology as well as changes in the rules as made by the Trustee Authorities or Registries.

Notably, when We are forced to pass on to You the obligations imposed on Us by the Trustee Authorities and/or the Registries as part of Our own accreditation contract, Our Contracts and specifically the present Contract are susceptible of being modified to take into account these changes, of which We have no control over, and are imposed on Us as well as You. These modifications will come into effect in accordance with Gandi's General Service Conditions.

### **Section 14 - Miscellaneous clauses**

The preamble is an integral part of the present Contract.

Our tolerance, if any, of a breach of Contract on Your part can not be considered as a waiver of Our right to invoke such breach. In the event of any clause of the Contract being declared void, other stipulations shall remain in force to their full extent.

**Section 15 - Applicable law - Jurisdiction**

The present Contract is subject to Luxembourg Law, in both form and content.

Only the French version of the Contract is binding between the two parties. 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.

The parties shall seek to resolve any dispute concerning the validity, interpretation, or execution of the Contract in an amicable manner.

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 whose jurisdiction is established for the provision of the service in question, and therefore, in this Contract the location of the headquarters of Gandhi International.

In addition, You acknowledge and agree that, notably in the case that You need to act on Your guarantee to hold Gandhi harmless, You may be brought before another jurisdiction in which the procedure may have been launched by a third party or on their behalf.

- end of the Gandhi Reseller/Large-portfolio Customer Account Contract -  
The present Contract is covered by copyright – reproduction is forbidden