

**GENERAL TERMS AND CONDITIONS OF DOMAIN NAME REGISTRATION AT GANDI ANNEX I:  
"PRIVATE DOMAIN NAME REGISTRATION" CONTRACT**

**LAST UPDATED AUGUST 1, 2014 - VERSION 1.0**

These Terms ("Private Domain Name Registration Contract" or "Annex I") are an annex to the Domain Name Contract, which is therefore an integral part of Our Contracts, which You also accept to fully and unconditionally abide by. It is also presented to You when You activate the private domain name registration service for Your Gandi handle via Your secure domain name management interface on Our website.

This Contract, as with all Our Contracts may be viewed at any time at <https://www.gandi.net/contracts> in an electronic format that allows them to be printed or downloaded for your records.

Capitalized words used in this Private Domain Name Registration Contract have the definition given to them in Gandi's General Terms and Conditions of Domain Name Registration that are applicable unless defined otherwise in this Agreement.

We reserve our right to amend or supplement this annex at any time, at our discretion. When we do so, we will do our best to provide you notice and point out what is different or new. If at any time you do not agree to the terms of this Agreement or any of the terms of any applicable Gandi Contract, please discontinue use of the respective service immediately and close your Gandi Account.

Your continued use of your Gandi Account, the use of [www.gandi.net](http://www.gandi.net) (the "Site", "Our website" or "Gandi's website"), the use of Our Private Domain Name Registration service and any affiliated Gandi's services that redirect or link to this Annex I constitutes your agreement to be bound by the terms of this Agreement and any other applicable Gandi Contract. Notice of any change will be considered given and effective on the date that we update the Site with the change. Please periodically review this Agreement to ensure you are aware of any changes.

The Private Domain Name Registration service is provided by the French Registrar Gandi SAS. Within the framework of the present service any designation of Gandi as a Registrar herein represents the Registrar Gandi SAS.

**Section 1. Description of the Private Domain Registration service**

Because We care about protecting the privacy of Your personal information, Gandi offers You this Private Domain Registration option. This free service allows You to hide some of Your personal information from the public Whois database, within the limits of the present special conditions, which You agree to have read and accepted unconditionally and without any restriction.

The development of this service was motivated by Our customers, who would like to have increased protection against the automated obtaining of their personal information from the public databases and its being used for commercial solicitation or deviant practices such as spamming.

It is also motivated by Gandi's wish to combine the privacy of personal information with the rules set forth by the Trustee Authorities and the Registries that govern the global technical operation of the domain name system, in the framework of its activity of a provider of domain name registration.

This option allows You to partially block, in Your role as a Contact (owner, administrative, technical and/or billing) of a domain name registered at Gandi, the publication of Your contact information on the Internet by hiding Your street address, telephone numbers, and email address from search results of Your domain name in the public Whois database.

This option allows You to be partially exempt from Our Contracts, by hiding the postal address, telephone numbers, and email address from the public Whois database that are associated with Your Gandi handle.

You acknowledge and accept that this optional service:

- neither has the aim or result of getting around Your contractual

and/or legal obligation of identification. Notably, it does not let You avoid the necessity of providing Us with Your exact, complete, reliable, and up-to-date contact information, notably for the contact(s) of Your Internet domain name or any other service subscribed to at Gandi;

- only aims to limit the display of some contact information regarding domain name Contacts (*owner, administrative, technical and/or billing*) or managers of domain names registered at Gandi to the harvesting of their personal information on the Internet during a research in the public Whois database; and
- consequently, its purpose is to fight against deviant practices on the Internet, and notably to protect Your contact information from being used for deviant practices such as spamming.

The use of this optional service is subject to the strict adherence to Our Contracts and notably the conditions and restrictions that follow.

**Section 2. Conditions and limitations of the private domain registration service**

The activation of the option is possible immediately upon the creation of a Gandi handle. Nonetheless, this will only take effect when the Gandi handle is attributed as a contact of a domain name at Gandi, allowing it to be hidden as a contact, within the limits of the conditions of the Contract.

Next, You can, at any time, activate or deactivate the option via Your management and administrative interface via Your access codes.

There is a checkbox that allows You to confirm the activation or deactivation of the private domain registration option similar to Gandi's anti-spam protection option, after having provided and validated Your contact information.

Nonetheless, the activation of this service is only possible:

- for an individual holder of a Gandi handle that is of the type "individual" (this service is not available to legal entities);
- for a given Gandi handle (*in the form of XXX-GANDI as defined in Gandi's General Service Conditions*).

Specifically, within the framework of Our domain name registration service, its activation or deactivation therefore affects the Whois information for all of the domain names associated to this handle **(with the exception of domains that are incompatible with the service or not blocked against transfer, see below)**.

If You decide to activate or deactivate the service only for certain domain names, You will have to create separate Gandi handle(s) for them.

**Note that some domain names are incompatible with this service, given their technical functioning and/or rules as set forth by the Trustee Authorities and Registries that are in charge of their management.**

We indicate the domain names that are incompatible with this service on Our website at: <https://www.gandi.net/domain/com/info> (replace « com » with the extension in question) so that You can confirm Your choice with full knowledge of this.

Additionally, the ability to use this service for domain names to which the handle is associated requires:

- activating the Private Domain Registration option, by checking the appropriate box either during the creation of a Gandi handle or after, on Our website once You have logged in with Your access codes,
- locking the domain names of each of the domain names associated to Your handle, if applicable, against transfer (if this is possible with the extension in question). This is a free option that We provide by default for You on Your domain management interface, that lets You to manage the transfer restrictions.

**Consequently, You acknowledge and agree that it is possible that, even if You have activated this service, and in accordance with Our Contract, Your complete contact information might appear in the Whois:**

- for domains that are in the process of being transferred outside, since the activation of Private Domain Registration is incompatible with the proper technical functioning of the transfer process. **The option must be deactivated in order for the transfer to occur, which You accept unconditionally;** and
- depending on the Gandi services used, for technical or legal reasons. **You acknowledge and agree that Your complete contact information might appear in the Whois for the domain names that are incompatible of a service with the Private Domain Registration service.**

Additionally, the activation of the Private Domain Registration service is not possible for domain names that already use an existing private registration service at the Registry level.

In this instance, Your personal information is managed by the Registry.

**You acknowledge and accept that in the event of a violation of Our Contracts, and notably in the event of the use of this option for illegal purposes, or in the event of a dispute, this option will be deactivated (so that third parties will be able to see the totality of Your contact information as indicated hereafter).**

### **Section 3. Consequences of the activation of the option**

#### **3.1. Limited publication of Your contact information**

The contact information associated with the Gandi handle for which You have activated the Private Domain Registration service will be hidden and replaced with the information of the Registrar in the public Whois database, though Gandi cannot control the propagation delay of the information in the Whois database.

Concretely, once the service has been activated, only the following information will be seen in the Whois (*and only for the Gandi handle that has this option activated on*):

- Your **first and last name** (*they will always appear, even though the rest of Your contact information replaced by the ones of the Registrar*);
- **an email address in a specific "anti-spam" format**, that nonetheless allows third parties to contact You. Emails will be forwarded automatically to the email address that You have provided in advance (*this Gandi anti-spam option may be activated or deactivated independently of the Private Domain Registration service*),
- **contact information of the Registrar** that is specifically designed for this service, which will be a substitute for Your own (*street address, telephone number, and fax if applicable*). Note that this substitution only applies to the publication in the public Whois databases and as part of this service.

Your complete, reliable, and up-to-date information will still be taken, registered, and processed in Our database and, in Our role as a domain name registration service, in that of the Registries, and sent to any third party that requests it, in accordance with Our Contracts and the mandatory rules set forth by the Registries and Trustee Authorities in this regard.

#### **3.2. Activation by default of Gandi's anti-spam option**

Gandi's anti-spam option is automatically included in the Private Domain Registration service. When You activate the Private Domain Registration service, it is automatically activated on the email address associated with Your Gandi Account.

The email address associated with Your Gandi handle is then replaced in the public Whois database by the so-called 'anti-spam' address which takes the form of "[xxxxxxxx@contact.gandi.net](mailto:xxxxxxxx@contact.gandi.net)".

**This address is functional and automatically forwards mail to the address that You indicated.**

You can nevertheless deactivate or activate this "anti-spam" option independently from the Private Domain Registration option, via Your Gandi Account.

Upon the deactivation of "anti-spam" option, the email address that You have already provided will be shown in the public Whois databases, even if the Private Domain Registration option is

activated on Your Handle, something that You acknowledge to have been informed of and that You accept.

Likewise, if You only activate the "anti-spam" option and not the Private Domain Registration option, Your provided email address will be replaced by an "anti-spam" address, but all other personal information provided will be shown in the public Whois databases.

#### **Section 4. Maintaining all Your identification obligations**

All Your contractual obligations, and particularly those stated in Our Contracts, as well as the penalties incurred in the event of a breach of Contract, remain fully in effect.

In particular, if by exception You decide to use the Private Domain Registration service to hide Your information and replace it with the ones of the Registrar in the public Whois database, in Your function both as Contact and/or Owner of a domain name, You must remain identifiable and reachable at any time.

The activation of the Private Domain Registration option does not release You in any way from the duty to provide, either for Yourself or for Your Contacts, if applicable, complete, accurate and reliable data (*first and last name, complete postal address, current valid email address, valid telephone number, and, if applicable, fax and cell phone number*), and to keep them constantly updated, in accordance with Our Contracts. Additionally, You acknowledge to have been informed of and to have accepted that the activation of the Private Domain Registration on Your Gandi handle does not release You from Your obligation of identification on the websites and/or blogs that You host or publish online (*legal mentions, editor, publication director, etc.*)

**As a reminder, the violation of Your legal and contractual obligations constitutes a material breach of Contract, and is therefore grounds for the suspension, or early termination of the Contract, leading to the immediate deactivation, without notice, of the option on the Gandi Account concerned (consequences of the deactivation of the option in Section 7 below).**

#### **Section 5. Communication of complete contact information**

You acknowledge and accept that **We and/or the Registrar will disclose the complete contact information** that has been registered for the Gandi Account using this service that is attached to a domain name, unless there is a special condition depending on the extension in question:

- to any third party that requests it: third parties must be able to contact You and/or to send You complaints, whether to allow You to, if applicable, contest the charges Yourself or to correct Your situation so that You are in conformity with Your contractual obligations (notably the absence of the violation of the rights of third parties, and the abiding by all applicable local laws) by assuring that You have the possibility of responding to accusations;
- to the authorities or authorized third parties under the applicable law;
- in the event of a dispute over a domain name for which the Gandi handle is declared as the Contact (*legal procedure or alternative dispute resolution procedure*); and
- in the event of a notification in conformity with applicable law

from any third party, notably concerning Content that You store, operate, publish, transmit, and/or run, under Your sole responsibility, via Our services, whether directly or indirectly.

#### **Section 6. Cases when the Private Domain Registration service is deactivated**

You acknowledge and accept that the Private Domain Registration service can be deactivated, and that the information associated with the Gandi handle that You activated the service for will appear in the public Whois database, which You have already agreed can occur, in accordance with Our Contracts, in the following cases:

- in the event of a breach of Our Contracts, particularly those of the Contract; and/or
- given changes that were made to Your Gandi handle, either by Yourself (for example, if You deactivated the option, or if You have breached Your contractual obligations), or in application of technical or legal obligations.

You will see this deactivation via Your secure domain management interface, which You must regularly check.

#### **Section 7. Consequences of the deactivation of this service**

The deactivation of this service makes all the contact information that You have declared for each given Gandi handle visible in the public Whois databases, in accordance with Our Contracts.

It is, therefore, Your obligation to verify the list of domain names associated with this handle before deactivating the service, and to verify the Gandi handle(s) that are attributed as each of the Contacts. You may therefore confirm Your choice with a full knowledge of what it will affect, or, if necessary, You can associate certain domain names to different handles if You wish.

#### **Section 8. Gandi's Private Domain Registration service is not a proxy**

The role of Gandi remains unchanged as neutral technical intermediary in the registration and management of domain names. You acknowledge and accept that:

- this service is not intended for domiciliary or anonymity purposes or for forwarding correspondences (*except for the forwarding of emails via the special "anti-spam" option, which assumes that the email address that You provided to Our service, which has been encrypted, is valid and You check it on a regular basis*);
- Gandi has no obligation to forward postal mail, messages, or any other document that is addressed to You at the default address which substitutes Your own in the Whois, and declines any and all responsibility with regards to this; and
- You alone are responsible for the consequences of the deactivation or activation of this service, in particular if a third party is unable to contact You.

No letter, document, or request of any type or form can be sent to You via the substitution address. You acknowledge to have been informed of this and to assume all the consequences and responsibilities. Third parties are also informed of this on the Whois search results on Our website.

Neither You nor Your Contacts, if applicable, is authorized to make

any use whatsoever of the contact information of the Registrar once it has been substituted for Your own.

In particular, You are forbidden from using this information when addressing a third party, or to indicate it in place of Your own in any way outside the present service and in accordance with Our Contracts.

You will be held liable to Gandi and the Registrar as well as to third parties with regards to this, in addition to penalties as stated by applicable law.

#### **Section 9. Exclusion and limitation of Gandi's responsibility**

**Gandi cannot guarantee that the activation of this service will block all spam, gathering of Your personal information, or other unwanted commercial solicitation, as Gandi cannot, at its level, control the security of the entire Internet, which is decentralized.**

Additionally, Your first and last name will always be visible, even though the rest of the information will be replaced by the ones of the Registrar Gandi.

Therefore, You recognize that Gandi and the Registrar cannot be held responsible if You are, despite the means that We put in place, victim of spam, or of any other infraction or deviant Internet practice. Your contact information can be gathered through many other means.

The liability of Gandi and the Registrar is also excluded because of the communication of contact information associated to Your Gandi handle in application of the Contract to which You

specifically and unconditionally consent to when subscribing to the Private Domain Registration Service.

Likewise, You acknowledge that Gandi and the Registrar cannot be held liable in the event of the suspension or interruption of the Private Domain Registration service for technical reasons, events beyond Our control, a legal or procedural obligation, the application of a decision of a court order, or of an organization accredited by a trustee authority within the framework of an alternate dispute procedure or any other competent authority.

You acknowledge and accept that Gandi and the Registrar cannot be held liable for the time it may take to activate or deactivate the Private Domain Registration service on one or more of Your domains, as there are propagation delays on the Internet that Gandi does not control.

Finally, We substitute the contact information of the Registrar Gandi with Yours only for technical reasons tied to the requirements of the domain name system, without this service being in any way considered as a contact address of any sort as explained in section 8 above.

Therefore, You explicitly agree to guarantee and hold harmless Gandi and the Registrar from any indemnity whatsoever connected to the substitution of Our contact information with Your own.

**ADDITIONALLY, BY EXPLICIT AGREEMENT BETWEEN THE PARTIES, GANDI AND THE REGISTRAR CANNOT BE HELD LIABLE FOR ANY INDIRECT PREJUDICE CAUSED BY YOUR USE OF THIS SERVICE, IN CONFORMITY WITH OUR CONTRACTS.**

-- end of the Private Domain Name Registration Contract - "Annex I" --

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