

## GANDI'S GENERAL SERVICE CONDITIONS

Version 2.0 dated January 6th, 2014

The present Gandi's General Service Conditions of Gandi SAS, a simplified corporation with a capital of €300,000 having its headquarters at 63-65 boulevard Massena, Paris 75013, France, registered in the Paris Trade and Companies Register under the number 423093459, VAT number FR81423093459, phone: +33.(1)437377661, fax: +33.(1)43731851, <https://www.gandi.net/support/contacter/mail> (hereinafter referred to as "Gandi" or "We", "Our", "Us"), constitute the contractual framework applicable to any person creating a handle within the form XXXX-GANDI (hereafter designated as "Customer", "You", or "Your" and "Gandi Handle"), and establish the general context of the use of Our services.

This contractual framework is supplemented by the contractual conditions, Gandi's prices, and the respective technical conditions and limitations applicable to each of the services offered by Gandi on its website that You activate, subscribe to, or renew (hereafter designated in the present Gandi's General Service Conditions as the "Contract" or "Our Contracts") via Your Gandi Handle.

The use of the website, the web Interface and any service of Gandi implies the unconditional acceptance of and continued adherence to Our Contracts, which may be viewed at any time on Our website at <https://www.gandi.net/contrats> in an electronic format that allows them to be printed and/or downloaded, so that You can reproduce them or save them for personal reasons as a customer of Gandi.

### Article 1. Gandi's commitments

Gandi is a technical intermediary on the Internet that provides a wide range of services directly via its website.

Each of the services provided is accompanied by a special contract specific to that service, however, within the framework of all of its services, Gandi commits to:

- providing You with, notably via Gandi's website, all the information pertaining to the technical characteristics and limitations and the conditions of use of the services and options that are offered,
- providing You with an automated, reliable, and rapid procedure for the ordering process (which is described herein) and the use of Our services,
- providing You with a secure administration and management web Interface for Your Gandi Account that will let You consult and manage all of the services or options associated to Your Gandi Handle, their modification or renewal, Your invoices, Your orders and their processing, and update Your contact information associated to Your Gandi Handle (hereafter Our "secure Interface" or "Your Gandi Account") in an autonomous manner,
- processing Your requests as soon as Your payment has been received and validated, and no later than seven (7) working days thereafter, and allow You to follow their progress via Your Gandi Account,
- providing you with a prepaid account solution for Your Gandi Handle to facilitate payment of Gandi's annexed services, within the conditions specified in Annex 1 "Gandi's Prepaid Account Contract",
- allow You to automate the renewal of Your services, in accordance with the Contracts applicable to each of the services concerned, under the condition that Your prepaid account has sufficient funds,

- allow You to cancel Our services, at any time during the course of the Contract, unless otherwise stated within the Contract of a particular service,
- providing You with online assistance through Our website and Our technical support available to You via the following page: <https://www.gandi.net/support/contacter>,
- providing You with a dedicated place for discussion with other customers concerning the technical use of each of Our services,

In addition, as We are attentive to the rights and freedom of everyone within the limit of current applicable laws, Gandi commits to participating in the development of a responsible internet by participating in the fight against certain infringements, notably abusive and/or deviant uses of the Internet.

Our Ethical position consists of contributing to the development of a responsible Internet by:

- protecting and respecting minors, human dignity, public order and good moral standards, not infringing on the rights of third parties (*private life, image, honor and reputation, trademarks, designs and models, copyrights, etc.*) or the security of persons, property, and the State, or the good working order of public institutions,
- helping in the fight against certain infractions, notably abusive or deviant uses of the Internet such as "spamming" (the bulk sending of unsolicited emails), phishing, hacking, cracking, and/or attempts at hacking or cracking, and/or any other infraction as cited at the articles 323-1 to 323-7 of the Penal Code.

Gandi commits to using its experience and know-how to bring You satisfaction in the use of Our services, but as Gandi is not in control of the Internet, which is decentralized, it cannot be regulated by Gandi.

The bounds of Our obligations and responsibilities, and the conditions under which Gandi may act on Your Gandi Account

and/or the services that are associated to it, are linked to the characteristics inherent to the Internet itself, to Our role as a technical intermediary within that system, and to the obligations that We are subject to under current applicable laws, in particular those of France, and the rules and contracts that We are abide by, are described in the present Contract, and which are always stated in each of Our Contracts.

## **Article 2. Contractual context**

During the creation of Your Gandhi Handle (which takes the form of XXXX-GANDI), You have accepted the present Gandhi's General Service Conditions that determine the general context of any use of Our services ("*General Service Conditions*").

The contractual conditions applicable to Gandhi's prepaid account solution "Gandhi's Prepaid Account" in Annex 1 are an integral part of these General Service Conditions that You agree to when creating Your Gandhi Handle.

In addition, when You subscribe to a service with Gandhi, this contractual framework is supplemented by:

- the special contractual conditions that are applicable to the service subscribed to, and
- Gandhi's prices, and
- the special technical conditions and limitations that are applicable to the service.

These elements, which are presented to You when You place Your order so that You can accept them in order to benefit from Our services, together form the contractual framework that is applicable to all interactions with Gandhi (*hereafter designated in the present Gandhi's General Service Conditions as the "Contract" or "Our Contracts"*).

They may be consulted at any time on Our website at <https://www.gandi.net/contrats> in an electronic format that allows them to be printed and/or downloaded, so that You can reproduce them or save them for personal reasons as a customer of Gandhi.

In the event of a contradiction between Gandhi's General Service Conditions and the contractual conditions applicable to a specific service, the later will govern.

## **Article 3. Your commitments**

You represent and warrant that any use of Our services associated to Your Gandhi Handle continuously respects all Our Contracts, and in particular the obligations of the present Article 3.

Whatever the service subscribed to with Gandhi, You represent and warrant, throughout the Contract that bind You to Gandhi, that You will:

### **3.1. Choose a service that meets Your needs**

It is up to You to choose, among Gandhi's standardized products, the one that best corresponds to Your needs.

You acknowledge that, before making any subscription decision, You had access to the details of the technical characteristics of Our services, and to the information provided online on Our website, as well as in Our forums and through Our customer care department (support).

Consequently, You acknowledge that You have verified, prior to the subscription to a Gandhi service, the suitability of the service to Your needs, and that You have obtained all the necessary technical information and advice from appropriate third parties for this purpose.

Gandhi may not be held responsible for the unsuitability of the service provided in view of the particular objectives You may have set or pursued in the use of the services of Gandhi, or for Your needs, which are excluded from the contractual framework, unless You have a specific, express and prior agreement with Gandhi.

### **3.2. Comply with the technical specifications and limits of Our services**

**You agree to make reasonable and responsible use of Our services, in such a way as to not proceed with any abusive solicitation or perturbation of Our resources or systems.**

You commit Yourself to assuring, under Your full and entire responsibility, that any use of Our services does not directly or indirectly perturb Our services, resources, systems, or those of third parties.

You acknowledge and guarantee that the use of any service associated to Your Handle Gandhi must respect these rules, as well as the technical and contractual specifications and limits applicable to Our services.

The Internet access which is necessary to the subscription and use of Our services is not provided by Gandhi, nor the hardware or software relating thereto which are under Your sole responsibility and are not managed by Gandhi.

It is Your responsibility to assure the security of Your hardware and software in the context of Your use of the Internet and of Our services.

You will be solely responsible for the consequences of any defective operation of the service, following any use that does not conform to the operating instructions, the limits, and/or the technical characteristics of Our service, or the breach of Our Contracts.

**Any violation of Your commitments as set forth above will be considered as a serious breach as described and sanctioned in article 12.2.**

### **3.3. Use Our services in a way that is legal and for legal purposes**

In order to use any of Our services, You commit Yourself to abiding by Our Ethics and to use Our services in a way that is legal, and in accordance with Our Contracts and applicable law, specifically those of France.

You commit Yourself to making sure that any third party to whom You would resell Our services, or grant any right of access or utilization to all or some of the services You have subscribed to with Gandi, for professional reasons or not, accepts Our Ethics and Our Contracts.

You guarantee this and acknowledge that You remain fully liable in case of any violation with regards to Gandi as well as third parties.

In Our Contracts, the generic word “Content(s)” designates in particular any data, information, image, video, file or form, sound, text, sign, signal, program, software, code, or element of any kind, that is operated, broadcast, stored, transmitted, relayed, issued, collected, used, processed or made available directly or indirectly via any Gandi service that is subscribed to or connected to Your Gandi Handle.

You acknowledge and accept that, in accordance with Our Ethics the use of any of Our services associated to Your Gandi Handle:

- it is expressly forbidden for use in any way that engages or participates in practices that are deviant, abusive, illegal, or prejudicial, and
- must be done so in a way that is strictly legal and that respects all applicable legal, regulatory and administrative provisions, in particular those of France, and also, in the country in which You are located and perform Your activity, or the destination where You provide Your products and services, and
- must respect in particular the rights of third parties (*notably intellectual property rights, personality rights, image, honor, and reputation rights, and the right of privacy and the secrecy of correspondence*), and
- must be appropriate to the age and sensibility of each of the persons that any of the Content is destined for, directly or indirectly, published or made available to via the technical solutions used.

You represent and promise to constantly comply with these commitments, and will ensure the respect of these commitments by any party to whom You grant any rights whatsoever.

In particular, You declare and guarantee that You hold, throughout the Contract, all rights, authorizations, licenses, or any

other element required for Your activities and the use made of Our services or of any Content, directly or indirectly. You agree to be able, at any time, to justify this, in case of a claim of a third party, or in case of dispute.

**Any violation of Your commitments as set forth above will be considered as a serious breach as described and sanctioned in article 12.2.**

### **3.4. Identify Yourself**

You must clearly identify Yourself to Our services in order to proceed with the creation of a Gandi Handle, which is required to subscribe to and use Our services (*see Article 4.1 hereafter*).

Your Gandi Handle, identity, and all the contact information that You provided and are associated with it:

- are necessary for the validation and processing of any order service or option that You order at Gandi, as well as during the entire duration of Your Contract and for the use of Our services,
- are declared, provided, and updated by You, on Your own initiative as upon request, and is under Your sole and entire responsibility throughout the duration of Our Contracts.

It is also Your responsibility to assure that You comply with the mandatory notices that pertain to any activity or use of Our services on the Internet, so that Gandi is never bothered by this.

Within the extent of applicable laws, You must make sure that any third party can successfully contact You in order to inform You directly and easily of any complaint or content that is illicit or prejudicial that would be made available through the use of any of Our Services.

Notably, for example:

- You must assure that there are legal mentions on each of Your websites that You operate via any of the services provided by Gandi and associated to Your Gandi Account.
- You agree to strictly adhere to any obligation that You are under that is connected to Your activity, professional or not, and/or Your status (*regulated profession, for example*).

We recommend that You seek the advice of any professional of Your choice in order to be sure that You are in conformity with Your legal, regulatory, and/or professional obligations with regards to your use of Our services.

**Any violation of Your commitments as set forth above will be considered as a serious breach as described and sanctioned in article 12.2.**

### **3.5. Your liabilities**

The choice and use of any service associated with Your Gandi Account is placed under your full responsibility, whether or not the

services are used directly by Yourself or by another member of Your staff, or by any other person to whom you may have resold Our services to, or granted a license to use, or granted any function or right to access, update, or use, whether professional or not.

You acknowledge and guarantee that You, and if the case may be, any person to whom You may have provided any rights whatsoever, whether professional or not, are fully liable for:

- any violation of Our Contracts for any service associated to Your Gandhi Handle,
- any consequence, problem, or dispute tied to the direct or indirect use of Our services that is not in conformity with Our Contracts including by any person to whom you granted any rights whatsoever, professionally or not, and
- Any consequence, problem, or dispute pertaining to the choice or use (direct or indirect) of Our services that are in violation of a legal obligation with regards to a third party or to Gandhi, and to any person to whom you granted any rights whatsoever, professionally or not.

You agree to promptly put an end to any illicit or prejudicial situation and to facilitate the rapid resolution of any problem or dispute that is connected to any service that is associated to Your Gandhi Handle.

You also commit to, if applicable, rapidly communicating the identity of anyone benefiting from a right of use of the services put in place via Our technical solutions, or any other person having contributed, or who contributes, in any way whatsoever, to their Content.

You specifically commit to take all necessary actions to assure that Gandhi remains uninvolved in any litigation concerning the choice or utilization of Our services and/or any content whatsoever, in Our quality as a technical intermediary of the internet, and is held harmless if it must be involved in Your place within the framework of any dispute pertaining to any Content or use of a service associated with Your Gandhi Account.

You specifically guarantee and hold harmless Gandhi, so that Gandhi is never bothered in any way from the choice or use of any of Our services, which is under Your full responsibility, including after the end of the Contract that is applicable to the service in question, in conformity with Our Contracts.

#### **Article 4. Your Gandhi Account**

Your Gandhi Handle and associated confidential password are designated together in Our Contracts as Your "Access Codes" and allow You to identify Yourself with Our Services, on Our secure management and administration web interface of Your Gandhi Account, and Your Services (designated in Our contracts as "Secure interface" or "Gandhi account").

#### **4.1. Your Gandhi Handle**

Any individual or legal person, who would like to use Gandhi services, must have a Gandhi Handle, which takes the form of XXXX-GANDI (designated in the Contracts as "Gandhi Handle").

It is created directly on Our website, in an automated manner.

Our website will inform You of the information that is needed in order to create Your Gandhi Handle.

The information that is mainly required is the following: first and last name, or company name and its legal representative, street address, active telephone number that You can be reached at any time, fax number (*if You have one*) and a valid email address that You consult on a regular basis.

During the creation of Your Gandhi handle, You must chose from a list one of the preferred languages that You want to associate to it.

Depending on the choice, and if You meet the required criteria, You may benefit from Gandhi's dedicated International services for Our international customers.

By creating this handle, You specifically declare that You a have the legal capacity and necessary authorizations required for You to engage in the present conditions as well as each of the Contracts pertaining to each of the services subscribed to with Gandhi.

You declare and guarantee that the personal contact data that You provide to Gandhi is reliable, complete, and up to date.

We reserve the right of proceeding with verifications of Your contact information, and You commit to providing, at any time and within the deadlines provided, whether for completing an order and/or during the term of the Contract, any proof of ID and/or street address (driver's license, passport, certificate of incorporation, etc.) or of Your capacity to engage in, use, or pay for Our services.

#### **4.2. Your password**

Your Gandhi Handle is associated to a confidential password that You chose at the time of its creation.

Each password must offer a high level of security and must remain strictly confidential and personal. It is under Your full responsibility.

You must take all precautions necessary in order to preserve its confidentiality and integrity, and avoid its divulgation, loss, or theft.

You agree to formally notify Us as soon as the confidential password associated to Your Handle Gandhi has been lost or disclosed to an unauthorized third party.

**By default, and until You have notified Gandi, all access to Your Gandi Account, or operation performed using Your Access Codes is deemed to have been made under Your responsibility and with Your permission.**

#### **4.3. Your secure administration and management Interface**

Your management and administration Interface allows You, in all autonomy, and with Your Access Codes:

- to modify and update the contact information associated with Your Gandi Account, or if applicable, with a specific service
- to subscribe, consult, modify, and/or cancel a service, activate or deactivate an option with Gandi,
- to follow the status of Your orders in progress,
- to access recent notifications that Gandi has sent to You, and which are stored there in addition to the email that was sent to the address associated to Your Handle,
- to view and print recent invoices that correspond to the services that You have subscribed to with Gandi, and that are associated to Your Gandi Handle,
- to manage the Gandi Prepaid Account associated to Your Handle, view its balance history, and credit it through the means made available and listed on Our website.

### **Article 5. Contractual process**

#### **5.1. Detailed presentation of Our offers**

We supply all Our services directly from Our website which can be accessed at the following address: <http://www.gandi.net>. The use of Our services requires a digital device with connection to the Internet.

Our web site allows You to view the details of the technical, contractual, and price conditions applicable at the time of Your subscription, for each of the services We provide, and to accept them prior to subscribing to any of the services.

#### **5.2. Subscription process**

It is through an automatic procedure that is simple and rapid, that You may proceed with all Your purchases or subscription to services or options at Gandi, and by logging into Your Gandi Account via Your Access Codes.

Depending on the language You chose for Your account from the list provided, You may benefit from Gandi's dedicated international services for Our international customers by subscribing to services provided by Gandi International.

Our order Interface describes, for each of the services offered, the process to be followed in order to complete Your order, as well as displays the price and payment means for the various offers.

You are guided in a step-by-step manner in Your purchase, and may get additional online help at each step.

This Interface allows You to see the various contractual and technical limitations as well as the prices that are applicable at the time of Your order, and to accept them prior to the subscription of any service, to verify the orders that You placed before confirming Your choice, and proceeding with payment according to the means that are applicable to the service subscribed to.

#### **5.3. Summary and validation of Your order**

Once Your order has been placed on Our web Interface via Your Access Codes, You will be presented with a summary of Your order that lets You verify the accuracy of the data provided, and to update them if needed, before confirming Your choice, to validate Your order, and to proceed with the payment of Your order according to the payment means that are possible for the service subscribed to.

You must notably verify all of the contact information associated with Your Gandi Handle, to which the service intend to subscribe to or renew will be attached, and to correct it if necessary.

We recommend that You proceed with these verifications before You perform Your order, so as to not hinder its completion.

This is because Gandi may ask that You provide a proof of ID or registration, as well as a recent document that proves You are physically located at the stated address, or any other proof that corresponds to the information that You associated to Your Gandi Account, before Your order can be completed.

During the confirmation of Your order, You will also be asked to confirm Your acceptance of Our Contracts.

Our Contracts are visible at any time on Our website, and will be presented to You for accepting during the subscription process for each service or option.

Once You have placed and confirmed Your order with Our services, You will receive a notice of Your order at the email address associated with Your Gandi Handle.

Additionally, You may follow the progress of Your order on Your Gandi Account, in addition to being able to view notifications from Gandi on the same Interface.

### **6. Price- Means of payment – Billing**

For services that are not free, You will pay for Your order at to their current price and via one of the payment means that is applicable at the time of Your order to the services chosen.

Your payment is irrevocable, except under the applicable legal conditions and exceptions that are stated in Our Contracts.

## **6.1. Price**

The prices of Our services are displayed at all times on Our website, both with and without value added tax, so that You can see these before paying for a subscription to any offer provided by Gandi.

If You benefit from special rates, they will also be visible from Your Gandi Account.

Our prices do not take into account the costs connected to Your equipment and Your internet connection or electronic communications necessary for the usage of Our services, which remain under Your full and sole expense.

## **6.2. Means of payment**

The means of payment that are accepted at Gandi are displayed on Our website and are also presented during the order process.

Some services may require a specific means of payment. This will be indicated to You during the order process, and in the special conditions that accompany the product in question.

Additionally, Gandi makes a prepaid solution available to You that is called the "Gandi Prepaid Account", which is aimed at facilitating payment of Your services at Gandi, and consequently, the processing of Your orders.

The activation, crediting, and use of this prepaid solution is done, as with all Our services, via Our secure web interface via Your Access Codes.

The activation of this option implies the acceptance of the "Gandi Prepaid Account Contract", which is in Annex 1 of the present Contract, and which is accessible at any time on Our website, on Our [contracts page](#), which explains the conditions of use of this prepaid payment system at Gandi.

The utilization of this prepaid solution for the payment of services or options that You have subscribed to at Gandi requires that Your Gandi Prepaid Account, associated to the Gandi Handle that is attached to the service or option in question, was credited beforehand by one of the payment means that are proposed on Our website, for an amount that is sufficient to pay for Your order or to cover the corresponding price of any option that You activate on Your Gandi Account, for all of the services concerned.

For certain services or certain options, prepayment of the service via the Gandi Prepaid Account is imperative, as, for example, the activation of the automatic renewal option.

You must, in any event, take into account the delays that are inherent to the payment means that You have chosen to use in order to pay for Our services, or to sufficiently credit Your Gandi Prepaid Account, so that You will be able to make the payment in

time, Your order only being completed after the confirmation of the payment in full.

If the payment is rejected or canceled (either blocked check or credit card payment), and if You fail to reply to Our request for fixing the problem, then You may not claim any right to the service subscribed to, and if it is a renewal, We will no longer maintain the service in question. You therefore risk a rupture in service in the event of non-payment within the required deadline.

**If the payment is made by check, when this payment means is possible, make sure to write the necessary reference number which is provided to You at the time of Your order when You perform it on Our website, on the back of the check. If this is not done, We will be unable to complete Your order.**

In the event that Your check bounces, You must pay for Your order by any of the other accepted means of payment at Gandi for this service, for an amount equal to the initial amount of the transaction, in addition to bank penalty fees that We may have incurred due to this.

In any event, You cannot lay claim to any refund from Gandi whatsoever for any expenses that You may have incurred as a result of making the payment, which was not able to have been validated within the necessary deadlines, which includes, but is not limited to, postal fees for sending the check or bank fees tied to a bank transfer.

## **6.3. Invoice**

The invoice corresponding to the services ordered will be made in the name and the address of the Gandi Handle used to paid the service.

## **6.4. Handling and processing of Your Order**

We are only contractually bound to process Your orders on receipt of their full payment within seven (7) working days following the receipt of the full payment.

If We do not receive Your full payment, and if no payment is received within the necessary deadlines by any of the payment means that are accepted by Gandi for the service in question, We will cancel Your order.

## **Article 7. Service activation – cancellation rights**

The activation corresponds to the time when the service is made available to You.

You will be notified of the activation of the service by email at the address that You have provided and is associated with the Gandi Handle that was used to subscribe to the service.

The activation of any paying service that is provided by Gandi first requires the validation of Your complete payment according to the payment means that are applicable to the service in question and

state in the special contractual conditions of that service if necessary.

However, the execution of the service provided by Gandi only starts upon the validation of complete payment.

In this way, unless stated otherwise in the contracts pertaining to each of Our services, the customer, qualified as a consumer in accordance with applicable law and specifically article L.121-20-2 of the French Consumer Code, explicitly acknowledges that the right of retraction does not apply and this, neither during the initial subscription or renewal, since the execution of the service provided by Gandi starts immediately, and before the time limits set by the Consumer Code have expired for the right of retraction.

#### **Article 8. Duration of the contract**

Gandi's General Service Conditions take effect upon Your accepting them, during the subscription of any service to Your Gandi Handle.

They will remain valid during the full duration of the service in question, unless You have accepted a newer and current version of Gandi's General Service Conditions via Our Interface.

The term of the Contracts applicable to each of the services begins upon their acceptance, and is valid for the duration You have chosen for the service in question, with the exception of the acceptance of a new version of the applicable Contract(s) that is current at the the time of the renewal of the service.

You acknowledge and accept that Our systems are true and can provide proof of this.

Gandi cannot, however, be contractually bound to supply services for any paying services or options until We have first obtained full payment (payment received and validated) for the service or option ordered.

#### **Article 9. Service duration**

Once the service has been activated, You will benefit from the service that You have ordered or renewed, for the duration that You have chosen and according to the conditions and means that are applicable to the service in question, as specified if applicable, in a complementary way in the contractual conditions that are applicable to this service.

The service subscribed to terminates upon the expiration of the duration that was chosen, if applicable, unless in the case of early cancellation and according to the means described hereafter (Articles 11 and 12) and in the respective contractual conditions that are applicable to each of the services or options.

Consequently, the service will be terminated upon expiration if, at the end of the period, You do not renew it, or if Your payment was not received and validated within the mandatory deadlines.

The consequences of the Contract's termination are described in Article 13.

### **Article 10. Explicit service renewal**

#### **10.1. Explicit renewal by default**

By default, renewal is not automatic at Gandi for any of the services.

Consequently, the service terminates at the end of the duration chosen during its subscription or previous renewal, without any other formality, if You do not proceed with a renewal.

We will send You a notification in order to remind You of the expiration of Your service, at the email address that was provided for the Gandi Handle to which the service in question is associated.

The renewal must be explicitly requested by You via Our web interface in conformity with the contractual process described below.

Our contracts specify the delays and conditions under which You may renew the service, and consequently, proceed with the full payment beforehand.

In any event, in order for the renewal to be able to be taken into account, You must first have proceeded with the full payment within the necessary deadlines.

Additionally, if You do not meet the required deadlines, the renewal without interruption of service can not be guaranteed and We can not be held responsible due to this fact.

We strongly recommend that You proceed with the renewal of the service far enough in advance, in taking into account the delays inherent to the chosen payment means, in order to avoid any rupture in service.

If this is not done, We can not guarantee the renewal of the service without an interruption in service. Gandi can not be held responsible for this fact, and the service will terminate, as will the Contract, at the end of the duration initially chosen during its subscription or the previous renewal of the service, without any other formality.

#### **10.2. Automatic renewal (optional)**

Some services allow You to make use of an optional automatic renewal option.

When an automatic renewal option is active on a service, We will send you a notification before proceeding with the automatic renewal, at the email address that was specified for the Gandi Handle to which the associated service has been activated.

This notification will mention the amount due for the renewal that will be debited from Your Gandhi Prepaid Account, and the date that the debit will occur.

We recommend that You activate this automatic renewal option sufficiently in advance and to be sure to proceed with the payment of the service's renewal sufficiently in advance, in taking into account the delays inherent in the payment means chosen, in order to avoid any interruption in service.

This is because, in order for the automatic renewal to be taken into account, You must first have proceeded with the complete payment beforehand.

If this is not done, We can not guarantee the renewal of the service without an interruption in service. Gandhi can not be held accountable for this fact, and the service will terminate, as will the Contract, at the end of the duration initially chosen during its subscription or the previous renewal of the service, without any other formality.

### **10.3. Contractual renewal process**

The renewal or activation of the automatic renewal option is done via Your Gandhi Account, according to the contractual process described above.

Any renewal of a service, whether manually or automatically, according to the conditions and means that can be taken into are applicable to each of Our services, **implies, in all cases:**

- the acceptance of Contracts that are currently in effect during the renewal of the service in question, the Contracts applicable to the service in question terminate upon the expiration of the period initially subscribed to, and
- **for the paid services, the reception and validation of full payment beforehand.**

In any case, even if You chose the automatic renewal option, You must regularly verify the validity of Your contact data and services and options associated to Your Gandhi Account and if applicable the balance of Your Gandhi Prepaid Account, so that You can be sure that it is sufficient for covering the automatic renewal of all the services for which the option has been activated.

### **Article 11. Your right to early termination**

Each of Our Contracts allow, if applicable, and if compatible with the service concerned, the early termination of all or some of Gandhi's services associated to Your Gandhi Account, including during the term.

The Contracts that are specific to each of the services state their respective conditions and means of termination, and any conditions and means of refunds when possible for the service in question.

You must take all useful measures to assure, if necessary, the backing up of Your Contents or settings on a medium that is outside Gandhi, or to assure their transfer to another provider than Gandhi, prior to termination.

You must also assure, if applicable, that You take all useful measures with regards to all the beneficiaries of Your services.

### **Article 12. Suspension/Termination by Gand**

Any failure to abide by Your contractual obligations, for whatever service, which has not been corrected within fifteen (15) calendar days of receiving Our notification to do so, may be grounds for the suspension or early termination of the Contract and the associated services, and/or the suspension of Your Gandhi Account, without other legal formality and without You being entitled to any refund or compensation.

If You have granted rights to any users, You shall take full responsibility for this breach of Your contractual obligations, in such a way that Gandhi is never bothered in any way.

You guarantee to indemnify and hold harmless Gandhi in the event of a complaint from a user or any other third party that may take action directly against You.

### **12.2. Suspension/Termination without notice**

#### **12.2.1. In the case of a serious breach of Contract**

**No matter what service you have subscribed to, you acknowledge that the following elements are considered as constituting serious breaches of Your contractual obligations:**

- if You deliberately provide fictitious, incomplete, inaccurate, or outdated contact information, or if You do not update Your contact information on Your own, or upon request, or not providing Us with the requested proofs of ID corresponding to Your declared identity, within 15 calendar days of Our notification of this,
- if We are made aware of, or discover that You provide, or are engaged in, in any way, directly or indirectly, through Our services:
  - any provocation, eulogy, or encouragement to commit crimes or offenses, and particularly crimes against humanity,
  - eulogy or encouragement of racial hatred,
  - activity or Content of racist, xenophobic, or negationist character,
  - activity or Content of pedophile character, or that is liable to constitute or be associated with, either directly or indirectly to it,
  - child pornography, or the apology or trivialization of such acts, the eulogy or encouragement of violence,

suicide, or the use, production, or distribution of illegal substances, or acts of terrorism,

- if We are informed of or discover that You participate in, directly or indirectly, in any way whatsoever, via Our services:
  - any attack or hacking of a third party's computer system, or
  - the illegal collection, processing, or transmission of data, or the illegal collection, processing, or transmission of data,
  - any computer attack or nuisance, of any kind whatsoever, whether or not this nuisance concerns Our services, or Our IT system, or any other service connected to the Internet,
  - to any spamming activity listed in the "SPAMHAUS" registry (Spamhaus Register of Known Spam Operations – ROKSO, freely available for viewing at <http://www.spamhaus.org>). You shall not resell some or all of Our services to any person that is listed in this registry, in any way,
  - or any infringement of the articles 323-1 to 323-7 of the French Penal Code, whatever the technology or mode of operation used (for example, the usage of an automated script),
- if You perturb Our services or attack Our IT system, notably if the use of Our services (especially Our additional optional services) perturbs the overall good functioning of Our system and/or is contrary to the technical limits and conditions that are specific to each service (for example if You engage in the mass sending of unsolicited emails via Our email forwarding service or GandiMail),
- any infringement, directly or indirectly, of intellectual property rights relative to the content of Our web site (in particular its trademarks, logos, graphic charter, etc.)
- not paying Your dues within the mandatory deadlines and despite Our request to do so (notably if Your payment has bounced or was canceled in particular if Your credit card or check payment was canceled).

**You acknowledge that any serious breach of Your contractual obligations with regards to Gandi is grounds for the suspension or early termination of the Contract, and therefore the suspension or the cancellation of all the services, and/or the suspension, deactivation, or even deletion of Your Gandi account, without notice.**

You will not be entitled to claim any compensation or refund from Gandi for this.

On the other hand, You specifically agree, in the event of a serious breach of Your obligations, the fees connected to the administrative processing of Your case may be billed to You in addition to the application of a penalty fee linked to a possible reinstatement of the service if it is required. By express

agreement between the parties, these fees may be directly debited from Your Gandi Prepaid Account if it has sufficient credit.

Additionally, You risk being condemned by the Court to pay penalty to third parties to whom Your responsibility is directly and fully demonstrated due to prejudices caused by any breach of current law and rights of third parties, in addition to the penalties mentioned under applicable law in particular in France, and Your responsibility with regards to Gandi.

#### **12.2.2. If Gandi is under legal obligation**

You accept that, in accordance with applicable law in Luxembourg, We may proceed with the immediate suspension or deletion, **without notice**, of all or some of the services subscribed to and/or of Your Gandi account(s) and, consequently, any service or option that is associated to Your Gandi Account:

- to meet any legal or regulatory obligation, or in application of rules that govern Our activity as a technical intermediary, notably as a provider of domain name registration, or in Our function as a web hosting provider,
- when ordered by a competent authority (in particular through the application of a judicial or extra-judicial ruling), or
- in conformity with Article 6.1.5 of the law of June 21st 2004 relative to the digital economy (LCEN), if We receive a notification concerning all or some of Your servers, Instances, websites and their Contents, within the framework of a service that involves one of Our hosting solutions.

You acknowledge to be informed of and to accept that in the case and means described in the present article, Gandi would have grounds to suspend or terminate the Contract and the associated services early, and/or to suspend Your Gandi Account, and consequently, any service or option associated with Your Gandi Account.

You acknowledge that Gandi cannot be held responsible for the direct or indirect consequences that are connected to the suspension or cancellation of all or part of a service due to a breach of Your contractual obligations in the conditions stated in the present article.

In any case, You can not claim any compensation or refund, and You expose Yourself to being required to pay damages and interest in the event of prejudice, in addition to the application of penalty measures set forth by applicable laws and fees.

#### **Article 13. Consequences of the end of the Contract**

At the end of the Contract, whether it be by the expiration of the duration chosen during the subscription or renewal of the service, by the non-payment of the renewal within the required deadlines, or in the event of an early termination for whatever reason, You can not claim any right to any of the services concerned by the Contract in question.

The contractual conditions that are applicable to each of Gandi's services set forth, if applicable, the consequences, notably technical, of the end of the Contract or the early termination of the Contract and/or all or part of the services subscribed to.

**In any event, Gandi cannot be held responsible for the consequences, notably technical, that result from the suspension or the termination of the Contract. It is Your obligation to proceed with the backing up of all data and any other diligent measure on a regular basis before the end of the Contract.**

#### **Article 14. Technical interventions by Gandi**

Gandi will intervene, in its role as a technical services provider, for the purpose of ensuring the proper operation of its services, to assure the safety and stability of the system.

In that respect, Gandi may technically intervene in the following circumstances:

- to provide services included in the subscribed offer,
- to stop a malfunction inherent to Our system, or correct an error,
- to carry out a maintenance operation on its software or hardware,
- in case of trouble affecting the safety and/or the stability of the system,
- as part of Our customer service, with Your consent, and if Our intervention turns out to be necessary.

We shall do everything possible to limit the time of the said interruption and, if possible, We shall give You reasonable prior notice, indicating the date, the type, and the duration of the intervention, so that You can make all the necessary arrangements prior to the interruption of service.

If it is absolutely necessary, You accept that Gandi may need to interrupt all or part of the service in order to proceed with a technical intervention as described above.

You acknowledge that We will not be able to give You prior notice in the case where the service interruption is due to an external reason (in particular, one that would be inherent to Internet itself), the stability or security of Our Systems, or if it is explicitly requested by a competent authority or in application of applicable laws.

In any case, You acknowledge and accept that Gandi can not be held liable for any technical interventions that needed to be performed, since they are necessary for the good functioning and quality of its services.

#### **Article 15. Force majeure**

Gandi shall not be responsible for the total or partial non-execution of its services, nor be held responsible for non-

execution or delays in the execution of an obligation of this Contract, or any consequences thereof, which results from a case of force majeure, an event outside Our reach, or an unforeseeable circumstance according to article 1148 of the Civil Code.

It is explicitly agreed that, other than those which are usually retained by jurisprudence of the French courts, the following shall be considered as cases of force majeure or unforeseeable circumstance: all strikes, whether total or partial, lock-outs, boycotts, or other actions of the same type, civil disorders, epidemics, fire, computer breakdown, blocking of networks and communication systems, attacks by one or more hackers, or any other event beyond the control of the parties which prevents normal execution of the Contract.

Where such a case of force majeure takes place, the obligations of this Contract shall be suspended.

If a case of force majeure continues for more than one (1) month, and if it applies to the service (when the service is one that is provided over time, contrary to services that are performed instantly), the Contract shall be automatically canceled with no legal formalities, except where explicitly agreed otherwise by the parties.

#### **Article 16. Exclusions and limits of Gandi's liability**

No matter what service or option that You may have subscribed to, in addition to the exclusions and limits of liability that are specific to each of Gandi's services that You will find in each of the corresponding Contracts, We decline any and all responsibility:

- for problems due to the inadequacy of Your equipment and Your Internet connection (expressly excluded from the contractual framework) to the usage of Our services, their defective or poor utilization, due to the fact that the unavailability of Our services would be caused by a problem with one of the technical actors of the internet (for example, telecommunications companies, registries), since Gandi does not control the Internet network.
- for difficulties in accessing Your websites, servers, Instances, Content, or services hosted, due to saturation of the networks at certain periods, and/or due to the technical characteristics and limits of the Internet and access to the Internet, which You declare You are well aware of, and therefore We cannot be held responsible for this in any way whatsoever,
- due to damage that Your equipment may have encountered while connected to Our infrastructure by the Internet, they being totally under the responsibility of their user(s), Gandi does not have any control over this hardware or software. It is Your responsibility to take all necessary measures to assure the protection of all equipment connected to the Internet,
- the misappropriation, the total or partial destruction of the information transmitted or stored, from the moment that said information circulated via the Internet, and even less so when said destruction is due to the fault, imprudence and/or negligence that is attributable directly or indirectly to You,

- any contamination by virus or other computer contaminant, regardless of the technology used, of Your websites, blogs, Contents and/or software, whose protection is under Your responsibility,
- due to problems caused by any deterioration due to Your fault and/or Your failure to respect the conditions and technical limits applicable to each of Our services (may be viewed on our website at all times),
- in the event of a suspension or interruption of service in application of technical imperatives, of a necessary maintenance operation, or of a force majeure, an event outside Our reach or an unforeseeable circumstance, or of a legal or regulatory obligation, or of a decision of a judicial authority or an organization that is accredited by a Trustee Authority within the framework of the alternative dispute procedure, or any other competent authority,
- negligence, theft, or communication of Your Access Codes to a third party, since it is Your responsibility to keep them secret, and since any use of Your Access Codes and/or Your Gandi Account shall be considered as being made by You or with Your agreement, until You inform Gandi otherwise,
- from consequences caused by problems in the providing of service to You or the disruption of service following a breach of Your contractual obligations, notably, but not limited to, in the event that You have violated the technical specifications or limitations of Our services and/or the providing of false or outdated contact information or not updating it, and/or not providing the requested documents and proof of ID and/or not paying or not solving within the necessary deadlines,
- of consequences connected to the use of Our services (directly or indirectly by Yourself or any third party to whom You may have provided such rights of access or utilization) for illicit or prejudicial purposes, or in violation of applicable law in particular those of France and/or Gandi's Contracts that are applicable to each of the services subscribed to,
- of any consequence tied to the application by Gandi of a decision of a judicial authority, an organization accredited by a Trustee Authority or a Registry in the framework of an alternate dispute procedure, or any other competent authority, or of any agreement legally binding between the parties,
- of any intervention of Gandi, of any kind on Your Gandi Account and/or on the service(s) and option(s) subscribed to in application of a legal or regulatory obligation, of the rules under which Gandi must operate as a technical provider, notably as a provider of domain name registration, of decision of a judicial authority, an organization accredited by a Trustee Authority or a Registry in the framework of an alternate dispute procedure, or any other competent authority, or due to a breach in Your contractual obligations,
- of any consequences due to any spamming activity that may be registered in the "SPAMHAUS" registry (Spamhaus Register of Known Spam Operations – ROKSO, freely available at <http://www.spamhaus.org>) that You may be engaged in directly or indirectly or relating to,
- due to the presence in a blacklist of the IP address(es) associated with Your domain name, website, blog, or server, or Instance, or any other service attached to Your Gandi Account.

Additionally, You acknowledge to have been informed that the software that You install and/or use may hinder access to Our services. We decline any and all responsibility due to this. We recommend that You read the documentation carefully prior to using them, and in getting advice with regards to them from competent people, and to respect the technical conditions and limitations that are specific to each of Our services.

Additionally, You acknowledge that Gandi is not subject to any general obligation to monitor the Content or applications transmitted or stored through its systems, within the framework of products for which Gandi provides such a service. Although Gandi reserves the right to proceed with verifications, within current applicable legal and regulatory conditions, Gandi has no obligation to perform any active search for incidents or circumstances involving illegal or prejudicial activities. Gandi is also not responsible for performing such verification on any Content that would be made available or transmitted within the framework of the utilization of all the services associated with Your Gandi Account.

It is explicitly agreed by the parties that Gandi may not be held responsible for any tangible or intangible prejudice, whether direct or indirect, which could result from any service associated with Your Gandi Account, of negligence or incorrect use, the unsuitability of its services in regard to Your needs, or breach of Contract due to Your failure to respect Your obligations, or any prejudice, whether direct or indirect, whether commercial or linked to an operating loss.

**In any event, in the case where the responsibility of Gandi would be demonstrated, You cannot claim any indemnification greater than the amount which has been paid to Gandi in return for the concerned service, and corresponding to the actual unavailability/dysfunction period for this service, except when stated otherwise in this Contract.**

#### **Article 17. Intellectual property rights**

All of the data contained on Our website and notably including but not limited to the distinctive signs and images, texts, and logos are protected by intellectual property laws.

Any reproduction, or usage, even partial, of any of the content of Our website is strictly forbidden. Specifically the name, the logo, the trademarks "Gandi", "gandi.net", and "no bullshit", and the domain name "gandi" in all extensions and variations corresponding to Our various services, constitute protected trade and brand marks that You can not in any case make use of them without Gandi's explicit previous agreement. It is specified that the subscription or renewal of one of Our Gandi offers can not be interpreted in any way as an authorization from Gandi, which can only take the form of an explicit prior written agreement, in conformity with applicable laws.

You are not entitled to claim the benefit of any transfer of a right on the copyrights, trademarks, other distinctive signs and intellectual property rights, in particular those present on Gandhi's website, or made available to You within the framework of Our services.

You agree to not publish or reproduce any data that is published on Our website or provided within the framework of Our services other than for Your strictly personal use and in accordance with the contractual conditions of the service concerned and the conditions for the use of Gandhi's website.

Software, applications, utilities, interfaces, and other tools provided by Gandhi or used for the needs of its services, and the tools provided, are intellectual works that are protected by intellectual property rights.

No copying, reproduction, translation, transcription, addition, or modification of Our software, applications, utilities, interfaces, and tools or the associated documentation is authorized, and any use other than what is expressly provided by the Contract or the special technical conditions (*meaning any use other than the one necessary to the use of Our services for the duration of the Contract*), is prohibited and shall lead to civil and penal sanctions, with the possibility of Your liability being invoked in regard to Gandhi or any holder or beneficiary.

More generally, You agree not to claim any ownership of the machines, media, infrastructures, software, or other such items made available by Gandhi in the context of its services or via Our website.

### **Article 18. Personal information**

The automated processing of personal information implemented by Gandhi has been registered for GANDI SAS with CNIL (Commission on Information Technology and Liberties) in conformity with France's law on information and liberty dated January 6th 1978, and for Gandhi International with CNPD (National Commission for Data Protection) in compliance with the modified law of August 2nd 2002 relative to the protection of persons with regard to the processing of personal data.

Gandhi does not subcontract out the processing of this data, which is only used for the needs of Our services, and in the conditions that are in conformity with the conditions set forth in applicable legislation, the members of the Gandhi Group, whether it concerns the company Gandhi SAS located in France, or the company Gandhi International, established in Luxembourg, or the company Gandhi US, Inc., located in the United States of America, which adheres to the principles of Safe Harbor:  
(<http://www.export.gov/safehrbr/companyinfo.aspx?id=10131>).

In the framework of the provision of its services, Gandhi needs to gather and register information about You which constitute personal data, in addition to the data that is collected during the viewing of Our website, as indicated in Our website Terms of Use.

Personal information that You provide during the subscription and/or use of Our services, as indicated on Our website at the time of their collection, is collected and processed by Gandhi in an honest and legal way, in compliance with applicable law, notably of France, and in conformity with the present Gandhi General Service Conditions, and if applicable, the special contractual conditions that are applicable to each of the various services in which it is collected and processed.

All the data sent to Gandhi and collected by Our system are stored and processed in a way that is necessary to the providing of, and the good operation of, Our services, in accordance with applicable law.

You acknowledge to have been informed and accept that the information that You declare is not only destined to allow Us to easily enter into contact with You in the framework of Our services, though also, to be able to meet Our respective legal obligations and notably Your obligation of identification for some services such as those indicated above in Gandhi's General Service Conditions and, if applicable, in a complementary way in the various Contracts applicable to Our services.

You acknowledge and accept to make it Your personal business to respect applicable law concerning the gathering and processing of personal data that You may perform, directly or indirectly, within the framework of Our services.

You acknowledge and accept that, since the use of Our services is done at a distance via Our secure Interface, both in Our relations, and in the event of a dispute concerning the conclusion or the execution of the Contract and the use of Our services and Your Gandhi Handle, that the connection logs established by Our systems is considered as authentic and notably the Access Codes associated with each Gandhi Handle and IP address, in the conditions set forth by applicable laws. This data is stored in an internal database.

Consequently, they are proof of:

- any subscription, cancellation, or renewal of any service,
- activation or deactivation of any option,
- any use of Your Access Codes and Your Gandhi Account,
- any intervention on Your Gandhi Account and on any or all of the associated services or options,
- the good execution of Our Contracts.

Gandhi may need to communicate this information, in order to meet a legal or regulatory obligation, or in the framework of any procedure or to satisfy the demand of any competent authority (notably a judicial authority, Trustee Authorities, Registries in charge of the various extensions).

On the other hand, We do not process data that pertains to payments made by credit card, which is done directly on the secure websites of Our banking partners.

We commit:

- to only store the data containing personal information of Our customers for the time needed for the commercial relation and the providing of Our services with the exception of those that are necessary to the establishment of a right or a contract that may be archived for up to ten years, in accordance with applicable law,
- to only gather and process information that is necessary to the good functioning of Our services and to respect Our legal obligation, notably concerning the communication of data that can allow for the competent authorities to identify You,
- to take all reasonable steps to protect Your personal data against loss, inappropriate use, and unauthorized access, alteration, or unauthorized destruction, and to enable You to exercise Your right of access, rectification, and opposition,
- not to resell Your personal data unless with Your agreement. In order to protect Your rights, during the provision of Your personal data, We check by default Your opposition against any reselling of Your data.

You have a right of access, rectification, and opposition relative to Your personal information, as the owner of a Gandhi Handle, and this, for all services that You have subscribed to with Gandhi.

Note that your right to opposition will translate into a termination of the Contract and Service, since your identification to Our services is necessary for us to be able to provide you with the service.

You can exercise Your rights at any time by contacting Us at the address indicated on Our website, on the legal mentions page, or via Our Interface at: <https://www.gandi.net/support/contacter/mail>.

In addition to the present Gandhi's General Service Conditions, the contractual conditions that are applicable to each of the services provided by Gandhi may specify the data that must be collected for each of the services respectively, how they are processed and stored, as well as, if applicable, the ways in which You can exercise Your right to access, rectify, and oppose the personal data that concerns You and the consequences of the exercise of Your opposition right if they are different than those described in the present Gandhi's General Service Conditions.

#### **Article 19. Reselling Our services**

When You are authorized to resell Our services by the contractual conditions that are applicable to each of Our services, You must always respect all of Our Contracts as well as applicable law, in particular those of France, and to be sure that Your own customers also respect applicable laws and the rights of third parties.

By reselling Our services, You commit to:

- offering Your customer the same level of service quality as provided by Gandhi, and to respect the same ethical standards in this context,

- passing on to Your own customers at least the obligations stated in this Contract,
- ensure that Your clients respect all the obligations stated in this Contract,
- adhere to all the obligations and responsibilities resulting from this Contract with regards to Your customer and/or third parties, in addition to those incumbent on web hosting providers if applicable, according to applicable law,
- abide by applicable law pertaining to the protection of personal information,
- act in a way which ensures that Gandhi is never bothered due to Your activities and/or Your use of Our services, whether professional or not, including as a reseller,
- assure that, before reselling any of Our services, Your customer does not participate, directly or indirectly, in spamming activity, registered in the "SPAMHAUS" registry (Spamhaus Register of Known Spam Operations – ROKSO, freely available for consultation at <http://www.spamhaus.org>), and/or is not listed in it, and You guarantee Gandhi of this,
- defend and hold harmless Gandhi to any conviction that should result, either directly or indirectly, from Your activities and Your use of Our services, or the use of third parties through Your intermediary. This obligation shall survive to the termination of Our Contracts,
- specifically, insure Your activity in order to cover all damage that it may incur, and to be able to effectively guarantee Your commitments with regards to Gandhi.

In the event of a cessation of Your activity, You will find a new provider to take over the management of the services associated with Your Reseller Account, and to inform Your customers of this.

#### **Article 20. Insurance**

You certify that You have taken out the insurance necessary to cover the risks linked to Your activities and Your use of Our services, with a reputedly solvent insurance company, covering all the financial consequences of Your liability due to direct or indirect damage caused to Gandhi and/or third parties in the context of the execution of this Contract and the use of Our services, and, if applicable, all direct or indirect damage that You might suffer in the context of the use of Our services or use of the Internet for Your activities.

You agree to keep all Your insurance contracts current, and to make all due payments, in such a way that You are effectively covered and able to prove this immediately upon request.

#### **Article 21. Communication and notification**

Given the nature of Our Services which are only provided electronically, every communication or notification will be sent to You by default by email at the email address associated with Your Gandhi Handle.

It is therefore Your responsibility to update and consult the email address associated with Your Gandhi Handle on a regular basis.

You will alone be responsibility for the consequences that might arise from the violation of Your obligations with regards to this, notably if, due to the email address provided being fictitious, erroneous, or obsolete, You do not receive a communication or notification, and Gandi can not be held liable for this.

It is explicitly agreed that any communication or notification sent to the aforementioned email address by Our services is reputed to have been sent to You by Our services and have been read within five (5) days following its sending. You agree and accept that Our system logs can be held as proof with regards to this.

For Your communications and notifications sent to Gandi, other than the contact information indicated on Our website, You may use the support contact forms dedicated to this.

### **Article 22. Forums - Assistance**

Gandi provides You with a customer support service that is accessible notably via Our website and by email (contact form). We commit ourselves to doing everything possible to reply to You as soon as possible (*for example, within 3 days of the reception of a request, except for specific cases*). You may send Us Your request by email to Our customer support service, or by any other means if You are not able to do this, by specifying Your identity, Gandi Handle, and the nature of Your question and service concerned.

Our website is available in several languages. If You meet the required criteria, You may opt for Our Services dedicated to Our international customers, provided by Gandi International, which will allow You to notably communicate with Gandi in the language that You chose from those offered on Our website.

Additionally, You have free access to the community of users of Gandi's services (forum) via Gandi's website (notably the *gandibar*, the *gandikitchen*, the *gandigroups* (<http://groups.gandi.net>) that will allow You to communicate with other users, relating to technical questions or practices linked to the usage of Our services. Online documentation is also available to You on Our website at the address <http://wiki.gandi.net>. These community-centered spaces **are for information purposes only and non-contractual**.

### **Article 23. Modification of the Contract and prices**

Our Contracts, including the prices of Our services, are subject to modification, in order to take into account any legal or technical change or change in jurisprudence.

Subsequent revisions and modifications of Our Contracts and of Our rates are published on Our website, which will always display the current applicable versions.

New versions of Our Contracts will be submitted to You for accepting through Your Gandi Account during the renewal of the

service, or during the subscription to a service or an option. The newly accepted Contracts will take full effect.

You may also be notified of new versions of Our Contracts by email, including during the duration of the Contract, before they take effect, except in the case of an emergency that risks jeopardizing the stability and/or security of the platform and/or Our services, which would not allow Us to follow this time frame.

In this case, the customer, defined as a "consumer" according to the Consumer Code, may, if he refuses the changes made to the Contracts, terminate them within four months after the changes take effect under the conditions set forth in section 11 above, without penalty or indemnification. Past this deadline, if the consumer has not accepted the changes to the Contracts, the new contractual conditions will be nevertheless put into force without any further notification.

### **Article 24. Transferability of the Contract**

You acknowledge and accept that Gandi reserves the right to transfer the rights and obligations of this Contract to any other party. In this case, You will be asked for Your agreement via Your Gandi Account.

However, **You may not transfer a service to a third party**, unless for legal reasons (fusions, acquisitions, etc.) or unless this is exceptionally and explicitly agreed by Gandi and the beneficiary, and validated on a case-by-case basis and, if applicable, according to the special conditions that are applicable to a given service.

### **Article 25. General provisions**

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 or non-enforceable by a competent jurisdiction, it shall be declared unwritten, and other stipulations shall remain in force to their full extent.

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

### **Article 26. Applicable law – Jurisdiction**

This Contract is governed by French law with regards to the rules of both form and substance.

Only the text of the French version of this Contract shall govern in the event of a dispute of interpretation of the present Contract. The French version of this Contract is available in permanence at the following web page: <https://www.gandi.net/contrats>.

The parties should endeavor to settle any dispute concerning the validity, interpretation or execution of this Contract on an amicable basis.

You agree that You have been informed and expressly accept that if no amicable solution is found, any dispute concerning the validity, interpretation or execution of this Contract shall be brought before the competent French courts in which jurisdiction

of Gandi is established, unless where legal requirements in favor of customers qualified as consumers prevent this.

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

## **ANNEX 1 OF GANDI'S GENERAL SERVICE CONDITIONS: "GANDI PREPAID ACCOUNT" CONTRACT**

The present Contract is an annex to Gandi's General Service Conditions which are an integral part of Our Contracts, and to which You also accept to abide by, without condition or reserve during the creation of Your Gandi Handle.

Capitalized terms used in the present Gandi Prepaid Account Contract are defined in Gandi's General Service Conditions unless otherwise defined in the present Contract.

### **Article 1. Why a Gandi Prepaid account?**

Gandi offers and provides all of its services directly via Our website, which is accessible at <http://www.gandi.net>. All of Our services require access to the Internet and a digital device in order to be used.

Gandi's prepaid account solution that is made available to You within this framework is uniquely designed to facilitate payment between You and Gandi so that there is no longer any need for You to have Your checkbook or credit card on hand for every order made at Gandi.

Your Prepaid Account is designed to facilitate payment between You and Gandi, and consequently:

- allow You to pay for all sums due to Gandi (*payment for services, fees, etc.*) with the funds that You have credited to Your Prepaid Account beforehand to this effect (Article 3),
- allow Us to refund to Your Prepaid Account, as the case may be, for example for any amount remaining within in the context of an offer without obligation, and/or to perform any refunds in application of Our Contracts (Article 6).

### **Article 2. Opening a Gandi Prepaid account**

Any Gandi Prepaid Account is necessarily associated with a Gandi Handle.

You may activate Your Gandi Prepaid Account via Your secure Interface via Your Access Codes.

A Gandi Prepaid Account can only be associated to one Handle, and can only be used for payments linked to services provided by Gandi via its website, after You have logged into Our Website via Your Access Codes.

The identity and address that You have declared for Your Handle are required to create and use Your Prepaid Account, and is what will appear on the invoices corresponding to the payments made via Your Prepaid Account, no matter what service was paid for, and on the receipts sent to You following the crediting of Your Prepaid Account.

### **Article 3. Crediting of Your Gandi Prepaid Account**

#### **3.1. Means of crediting**

To use Your Gandi Prepaid Account to pay for Your purchases of Our services, Your Gandi Prepaid account must have first been credited for enough to cover the total amount of each of Your orders.

The crediting of Your Prepaid Account is made via Our website, after You have identified Yourself according to the means specified on Our website, and notably by:

- credit card (Your Prepaid Account will be immediately credited upon the acceptance of Your payment), it being specified that, in accordance with Gandi's General Service Conditions, We neither gather nor store the credit card numbers of Our customers; that information is processed by Our bank partner, and payment is made directly on their secure website,
- a check payable in Luxembourg, from an agency in Luxembourg: You must write the transaction number of Your corresponding order on the back of the check so that We can identify the Account to credit, and thus validate the check,
- bank transfer: You must indicate the transaction number corresponding to Your order in the comments of Your transfer order, so that We can identify the Account to credit and thus validate the transfer,
- Paypal.

Consequently, You may choose the means of crediting Your account that You wish, and can even change it for each transaction (for example, credit it by credit card the first time, and then by bank transfer after that).

You may also choose the automatic provisioning of Your Prepaid Account by credit card of a certain amount when it has reached an amount that You have previously defined.

The activation of this option requires the registration of Your credit card through Your administration Interface, then, the automatic provisioning will be made by automatic debit of this registered credit card. It being specified that, also within the framework of this option, We neither gather nor store the credit card numbers of Our customers, that information is processed by Our bank partner.

Upon the reception and validation of Your payment, You will receive an e-mail confirming the crediting of Your Prepaid Account, as well as a link that will allow You to access Your receipt, which may be viewed at any time in the "billing" section of Your Interface.

### **3.2. Special conditions for payment by check and bank transfer**

You explicitly agree and acknowledge that the crediting of a Prepaid Account cannot be performed by check or wire transfer for any amount under five (5) Euros.

You acknowledge and accept that checks and bank transfers less than this amount will not be taken into account by Our services and will be sent back to You. Your Gandhi Prepaid Account will not be credited, which You acknowledge to have been informed of and to have agreed with.

In this case, and in conformity with Gandhi's General Service Conditions, You cannot claim the payment of or the refunding of any fees of any kind that You may have incurred to proceed with the crediting of Your prepaid account, including the postal fees tied to the sending of the check or the bank fees related to the bank transfer.

If You choose to credit Your Prepaid Account by check or wire transfer, this will only be credited upon the validation and corresponding provisioning of the funds no later than seven (7) workdays following the reception of Your payment, under the condition that Your references are complete so that We are able to complete Your payment.

It is Your obligation to ensure the appropriateness of these delays (*taking into account the postal and/or bank delays*) with regards to the degree of urgency of Your order.

Note that the crediting by credit card is the most rapid means of payment. Consequently, We recommend this means of payment

if You must urgently pay for an order and if Your Prepaid Account is not at that time sufficiently credited for Your order.

As a reminder, to avoid any interruption of service, Your payment must be received by Us before the closest deadline (in the case of payment by check or by wire transfer, at least seven (7) days before expiration).

### **3.3. In the event of a problem with Your payment**

You acknowledge and accept that We will be unable to validate Your payment and thus credit Your Gandhi Prepaid Account or process Your order:

- if We receive a check or transfer without the necessary references (transaction number),
- in the case of a crediting of Your Prepaid Account by check or bank transfer for an amount less than five (5) Euros.

All fees originating from such payments remain at Your expense and payable by any means, including being directly debited from Your Prepaid Account (notably postal fees for the returning of a check for example).

You specifically agree that, if the collection of Your payment is rejected or canceled:

- either Your Prepaid Account has enough credit for the regularization of this payment and We will directly debit the amount corresponding to the rejected or canceled payment from Your Prepaid account, and We will notify You of this,
- or this regularization is not possible because You do not have enough credit in Your prepaid account:
  - You will need to regularize this by another means (in conformity with a means of payment accepted by Gandhi and explained on Our website), within the deadlines that We notify You of,
  - if no regularization occurs within the specified deadline, We will act upon Your renunciation of Your order.

If from this act, **services already supplied become unpaid, We will have grounds to deactivate these services, or even Your Gandhi Handle and/or deactivate any or part of the services associated to Your Gandhi Account**, in addition to legal action being taken against You for non payment.

In the event of a canceled check payment, regularization shall be made by bank transfer, for an amount equal to the initial amount of the transaction, including any additional fees that were charged to Us by the banking institution.

### **Article 4. Functioning of Your Gandhi Prepaid Account**

Your Gandhi Prepaid Account is reserved for transactions between You and Gandhi, and only allows for paying for services offered by Gandhi on its website.

You specifically agree that payments made to credit Your Prepaid Account will not result in any interest earned to Your profit, and that Gandhi will not be paid as compensation for the service thus made available to You.

To use this service, You only need to select the Gandhi Prepaid Account payment means on the corresponding page, at the end of each of Your orders, after having verified that Your Gandhi Prepaid Account has been sufficiently credited beforehand in order to allow for the payment of the total amount of Your order.

Our automatic renewal options also function with the "Gandhi Prepaid Account" service.

By choosing this means of payment during the checkout of Your order, You authorize us, at each transaction, to debit Your Gandhi Prepaid Account for the amount corresponding to Your orders.

You accept that any refunds that may occur from Gandhi, during the course of Your Contract, may be made directly to Your Gandhi Prepaid Account.

**The debits made on Your Prepaid account will follow the chronological order of Your orders**, whether these payments are scheduled in advance (automatic renewal) or are one-time events (orders for additional options).

We would like to bring to Your attention the fact that no partial debit can be made: the Prepaid Account is only debited once the total is enough to cover the totality of the order waiting for payment via the Prepaid Account. Consequently, if Your Prepaid Account is not sufficiently credited to cover at least the exact total of Your order, You will need to credit Your Prepaid Account with enough funds so as to be able to pay for Your order in full.

You will receive an email notifying You of insufficient credit in Your Prepaid Account, to allow You, if the case may be, to credit Your Prepaid Account and to thus regularize the payment of Your suspended order or to cancel it, via Our website.

As long as Your Prepaid Account is not sufficiently credited to allow for the complete payment of the services that You have ordered, the order(s) in question will remain **suspended** for a maximum delay of two (2) months, until the Account has been sufficiently credited, or until You have canceled the surplus orders.

In any event, You acknowledge and accept that any unpaid suspended order older than two (2) months will be automatically canceled and You shall be considered to have abandoned the order.

Nevertheless, if you would still like to benefit from the service, You would then need to proceed with a new order, under the condition that the service being ordered is still available.

## Article 5. Manage Your Gandhi Prepaid account

You can manage Your Prepaid Account in an autonomous manner from Your secure web-based management Interface, once You have logged in with Your Access Codes.

Your Gandhi Prepaid Account Interface allows You to:

- You to consult, in real time, the balance of Your Prepaid Account, as well as debits (and corresponding invoices) and credits (and corresponding receipts) to or from Your Prepaid Account;
- Manage the options of Your Prepaid Account. You may, for example:
  - make some orders automatic, particularly by putting in place an automatic renewal option on some of Our services,
  - activating, if desired, monthly invoicing for all Your orders (*for services where this billing frequency is possible*), - put in place an alert for when the balance of Your Gandhi Prepaid Account falls below an amount that You determine (to be sure that You have enough credit in order to pay for Your new orders, and for the good functioning of the automatic renewal options, for example),
  - activate/deactivate the automatic renewal option of Your Prepaid Account with a credit card that has been registered with our system, and the registration and removal of a credit card.

Both the crediting and debiting of Your Prepaid Account appear in real time on Your Interface, and You are also sent a confirmation by email at the address associated with Your Gandhi Handle.

Unless You contest the charge within five (5) days following the mailing of this confirmation, You have presumed to have definitively accepted the application of the payment of Your order to Your Prepaid Account and no claim will be admitted.

## Article 6. Duration - Closure - Refunding

Your Gandhi Prepaid Account is open **for a duration of two (2) months**, renewable by tacit renewal for an identical period, under the condition that its associated Handle exists, is not suspended or deactivated, and that You are still the title holder, and unless denunciation by one of the parties by email or any other written means, no later than seven (7) days before the expiration of the period underway.

Following the end of the two (2)-month period, and under these conditions, You may decide if You wish to keep Your Prepaid Account with Our service or not.

To simplify the utilization of Our Prepaid Account solution, it is agreed that if You do not request the closure upon its expiration, and thus wish to benefit from its tacit renewal for a new period of two (2) months, You will not lose Your credit: it will be available for You to use for paying Your future orders at Gandhi during the following period.

**Nonetheless, You will keep Your freedom to request the closure and refunding of any credit remaining on Your Prepaid account, at any time from Our customer care service (support), including during this period.**

The remaining balance of Your Prepaid Account will then be refunded.

As the closure of an Account generates management fees for Us, the frequency of closing is limited to **once per month**. Consequently, You specifically agree that if You request the closure and refunding of Your Prepaid Account more than once per month, You may be charged a processing fee of 5 Euros excluding VAT. These fees will be debited from Your Prepaid Account if it has sufficient funds or must be paid for by another means.

On the other hand, note that there is no need to close Your prepaid account following the completion of each of the services ordered, notably if You intend on purchasing other Gandi services later.

Finally, Gandi may close Your Prepaid Account immediately if it is informed that Your account has been credited in a fraudulent manner, or upon the request of a competent authority, without You being able to request any refund or indemnity from this action, and without prejudice of any applicable sanctions.

Any refund made by Gandi cannot exceed the amount of the remaining balance on Your Prepaid Account.

#### **Article 7. Access Codes - Security**

The password that is associated with Your Gandi Handle is the same one that will allow You to manage Your Gandi Prepaid Account.

In concordance with Our General Sales Conditions, You agree and accept that it is Your responsibility to take all necessary measures to assure that its confidentiality is preserved.

You take it upon Yourself to formally notify Us without delay in the event that You have lost Your password or if it has been divulged to an unauthorized third party.

By default, and by mutual agreement, any operation made using Your Access Codes is reputed to have been made under Your responsibility and with Your agreement.

Gandi is not responsible for the utilization, made under Your sole responsibility, of Your Gandi Prepaid Account. You acknowledge that with regards to this matter, the data in Our operating systems is authentic within the framework of Our relations as well as in disputes.

#### **Article 8. Personal information**

Personal information that was provided during the opening and usage of Your Gandi Prepaid Account, corresponds to that of Your Gandi Handle.

All the payment operations carried out by credit card are made directly on the secure website of Our banking partner, without Gandi gathering or storing the credit card and bank account number of its customers.

This is also true when You credit Your Prepaid Account or when You activate the automatic crediting option.

#### **Article 9. Exclusion and limits of GANDI's liability**

You acknowledge and accept that Gandi cannot be held responsible:

- if You cannot benefit from the desired services because You did not sufficiently credit Your Gandi Prepaid Account beforehand, and far enough in advance, with enough funds to cover Your entire order, or for the renewal or the services for which You activated the automatic renewal option,
- if, due to delays caused by the banks during the validation/acceptance of Your payment (to credit Your Prepaid Account), You are unable to proceed with the payment of an order or renewal of a service and/or if, due to this, You can not benefit from the desired services,
- due to the suspension or interruption of the Gandi Prepaid Account due to a technical necessity, an outside force, a legal or regulatory reason, or in application of a ruling of the courts or any other competent authority.

*-end of Gandi's General Service Conditions-*

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