GandiBlog Contract
(optional service that is accessory to the domain name registration service at Gandi)

Version 1.0 dated August 26th 2013

You acknowledge that the subscription and utilization of Our GandiBlog service, an optional accessory service of Your domain name at Gandi, implies the unconditional acceptance of and adherence to Gandi's General Service Condition, the Terms and Conditions of Domain Name Registration at Gandi, the special conditions applicable to the extension of Your domain name, the special conditions of optional accessory services that You may have subscribed to, and the rates, and technical conditions and limitations of Our services, detailed on Our website http://www.gandi.net/ and the present GandiBlog (hereafter referred to as "Our Contracts" or the "GandiBlog Contract" or the "Contract").

Our Contracts can be viewed at any time on Our website, and they will also be presented during any subscription to Our services, in accordance with the Contractual process outlined in Gandi's General Service Conditions.

You acknowledge to have read and understand them, and accept to be unconditionally bound to them.

Capitalized terms used in the present GandiBlog Contract have the same definitions as provided in Gandi's General Service Conditions, the Terms and Conditions of Domain Name Registration at Gandi, and in the special conditions concerning the extension of Your domain name, unless specifically defined otherwise in the present GandiBlog Contract.

The present GandiBlog Contract determines the services provided by Gandi within the framework of its GandiBlog offers, and the mutual obligations that are in effect depending on the options chosen, are a complement to Gandi's General Service Conditions, the Terms and Conditions of Domain Name Registration at Gandi, and in the special conditions concerning the extension of Your domain name, of which the conditions take full effect unless specifically stated otherwise, within the present GandiBlog Contract.

Preamble

What is a blog?
The word "blog" was created by combining "web" and "log". It is commonly understood as a website where one or more people can freely express themselves, on a more or less regular basis, as though it were an online notepad. Each article is published, presented in chronological order, and may be commented on by others. We see many different types of blogs today, covering many means of expression (cartoon blogs, photo blogs, etc.) on a wide range of topics: journalism, personal experiences, political discussion, corporate blogs, personal diaries, etc. Since it represents a space where one can freely express oneself, in a way that is both creative and interactive, We are pleased to provide You with this service as a complement to Your domain name registration.

How is it related to the domain name?
Your blog will only be accessible at an Internet address based on Your domain name, and id desired, the name that You choose to give to Your blog, such as:
- http://www.yourdomain.tld, or
- http://whateveryouwant.yourdomain.tld
(hereafter referred to as Your "Blog").

What powers the blog?
We have chosen the system, Dotclear. This is because it is an open-source program, developed by a small team of dedicated benevolent programmers, it adheres to Internet standards and because it meets Our criteria for trustworthiness and simplicity of use.

Section 1. Description of the GandiBlog service

Within the framework of the present Contract, Gandi offers each active domain name holder at Gandi the possibility of benefiting from the GandiBlog service, which is an optional accessory service to the domain name.

You can freely activate or deactivate the GandiBlog option on Your domain name during the entire active period of Your domain name at Gandi, in an autonomous manner via Our secure interface.

This optional accessory service allows You to have a ready-to-use Blog that is composed of more or less regularly published articles (or "Entries") that are displayed in chronological order; Each article may be read and commented on by visitors to Your GandiBlog (all the users of the Internet).

The technical characteristics and limitations of Our GandiBlog offer that may change and that are necessary for the good functioning of the service are available at and described on Our website http://www.gandi.net/domain/blog in such a way that allows You to see if the service fits Your needs before You activate it.

During the subscription to the GandiBlog service, You acknowledge to have read and to have understood the description of GandiBlog and its technical characteristics and limitations, which are presented to You on Our website.

Any use beyond the technical limitations of the service or any bypassing or attempt at bypassing them is specifically forbidden.

Section 2. Gandi's commitments

In addition to the contractual obligations detailed in Our Contracts, and under the strict adherence to Your obligations and technical conditions and limitations of Our GandiBlog offer, in its role as a technical intermediary, Gandi commits itself to:

- enable You to freely and autonomously use the Dotclear 2 software application, via Our website, for creating and writing Your own Blog, publishing and editing the content of Your Choice, depending on current Luxembourg law, when You log in with Your Access Codes,
- enable You to easily activate and deactivate Your GandiBlog, as well as add and delete content, via Our secure management and administration interface through Your Access Codes, for the entire active duration of Your Domain at Gandi,
- provide online hosting for Your GandiBlog during the period of validity of Your Gandi-registered domain name, under the condition that it abides by the technical limitations and restrictions indicated during the subscription to GandiBlog, in particular Luxembourg law, and especially the rights of third parties (*intellectual property rights, image rights, personal information, etc.*),
- grant You technical support on the use of the GandiBlog service,
- enable You, as much as possible, to benefit from new GandiBlog service options,
- never intervene on Our own account, in the Content of Your GandiBlog, which is under Your full and exclusive responsibility, whether or not it is with regards to Your own Content, or that of the visitors of Your GandiBlog. However, We may be forced to intervene in certain legal situations, as indicated below.

In accordance with Gandi's General Service Conditions and within the same limits, Gandi shall make its best efforts to best assure the maintaining of the quality of its services in conformity with the technical characteristics and limitations of its GandiBlog offer.

Notably, Gandi commits itself to rapidly intervening in the event of a technical incident, in order to return the service to normal and, as much as possible, within 4 hours and from the moment when Gandi becomes aware of the incident.

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

You acknowledge and accept that the obligations listed in Our Contracts, and notably Gandi's General Service Conditions that are incumbent upon You for whatever the service subscribed to (section 3 of Gandi's General Service Conditions) are fully applicable within the framework of the GandiBlog service.

Consequently, You agree to choose a service that corresponds to Your needs, and to respect and assure the respect of the technical specifications and limitations of Our services, to the utilization of Our services in a way that is legal in in conformity with Our ethics, and to identify Yourself to Our services.

Additionally, in accepting the present Contract, and in using Our GandiBlog service, it is Your obligation constantly assure the respect of the specific obligations listed below.

3.1. Obligations in Your role as a domain name owner

To benefit from the GandiBlog service, You declare and guarantee that You have a valid domain name at Gandi, and for which the choice and use are in conformity with Our Contracts and to current law in particular in Luxembourg.

The GandiBlog service is accessory to Your domain name at Gandi:

- You agree to not only respect Gandi's General Service Conditions, but also the Terms and Conditions of Domain Name Registration at Gandi and the special conditions that are applicable to the extension of Your domain name at Gandi,
- the GandiBlog service follows the status of Your domain name (*it ends when Your domain name ends, and follows the status of the domain in the event of a suspension or deactivation*).

You acknowledge to be fully informed of and to accept that a serious breach of Your contractual obligations is

grounds for the deactivation or the termination of the GandiBlog service, which is accessory to it as described below.

If You have delegated the functions of administrative and technical contact of Your domain name to third parties, the administrative and technical contacts can intervene, in their respective roles and in Your name, for Your account, and under Your responsibility, within the framework of the GandiBlog service which is accessory to it.

As within the framework of the Terms and Conditions of Domain Name Registration at Gandi, if You would like to assure all of the contact roles and manage the GandiBlog service alone, You need to enter Your Gandi handle as the only one for all the contacts of Your domain name, and not only as the owner contact. You cannot limit the roles of the contacts within specific optional accessory services.

At any rate, You agree to be held fully responsible for for Your Contacts and Our Contracts and current Luxembourg law in the event of any violation by any of Your contacts in their role and in Your name and on Your behalf.

3.2. Your specific obligation of identification

As a reminder, when You agreed to identify Yourself within the framework of Our Contracts (*notably Sections 3.4 and 4 of Gandi's General Service Conditions*).

Also in conformity with Our Contracts (*Section 3.4 of Gandi's General Service Conditions*), You commit Yourself to strictly respecting any obligation that is incumbent upon You due to Your activity, professional or not, and/or Your status (registered activity for example), in such a way as to assure that Gandi is never bothered by this.

More particularly, We draw Your attention to the fact that, within the framework of Our GandiBlog service, You must be clearly identifiable.

Indeed, within the framework of Our GandiBlog service, the following information must be made available to the public by anyone whose publishs a public online communication service:

- **if You are a physical person**: Your first, middle, and last name, home address, Your telephone number, and if You are bound to a registration obligations, Your registration number,
- **if You act in the name of a legal entity**: the business name and address of the headquarters, its telephone number, and if the legal entity is bound to a registration obligations, the registration number and the capital amount,
- the complete name and address of the **director or co-director of the publication** and, if applicable the chief editor,
- the name and address of Your hosting provider (Us). In the case of the GandiBlog service, Our address and telephone number appear by default as the hosting provider of Your GandiBlog website,
- Our complete contact information (company name, address and telephone number) in Our role as hosting provider of Your Blog.

This information will be published on Your Blog in order to allow third parties to identify You, unless You indicate that You will be using Your Blog for non-professional purposes, by checking a box to this effect on Our website.

You can therefore choose to maintain Your anonymity on Our website, under the condition that You first provided Us with the above-mentioned information and only Our contact information as Your web host provider will appear.

At any rate, whether or not You create Your website for professional purposes or not:

- You will continue to be fully and solely responsible for any Content on Your Blog, whether or not You are the author (*notably in Your role of director of publication, unless You have designated another person for this function*),
- if We are required by Luxembourg law, We will be forced to communicate all the data listed above, in addition to any information that could allow You to be identified,
- You must reply without delay to any request for information or identification concerning You, or concerning any person having contributed to the creation of any or part of the content of Your Blog.

You acknowledge and accept that, in conformity with Our Contracts, and under the same penalties:

- the information that You communicate to Gandi within the framework of Your obligation of identification must always be exact, complete, reliable, and up to date (*if necessary, You must provide all proofs of ID, immediately upon Our request, and within the required deadlines*),
- the activation of the Private Domain Registration service and Gandi's Anti-Spam option, within the conditions of Gandi"s Private Domain Registration Contract does not exonerate You from Your legal obligation of identification, and You must not substitute Our contact information for Yours within this framework,

- if We are informed or observe that the information that You provided to Us are erroneous, outdated, or incomplete, We will notify You of this breach of Your obligations and request that You rectify the situation.

3.3. The creation and utilization of Your Blog is under Your full responsibility and guarantee

In exchange for the large degree of autonomy that You have in creating and using Your Blog, and in Your role as owner of the domain name that is associated with Your Blog, You are fully and solely responsible for its creation (*notably in the choice of Your Blog's theme*) as well as any content (such as defined in Gandi's General Service Conditions) that is published, transmitted, and/or directly or indirectly made available to the public through the use of Our GandiBlog solutions.

You commit Yourself to assuring, under Your sole and full responsibility, that the technical conditions and limitations are respected, and that no direct or indirect use of Your Blog disrupts Our services or systems, or violates Our Contracts or applicable Luxembourg law, or participates in any activity that is illicit or deviant, in accordance with the terms of Our Contracts that You are bound to. You guarantee Gandi of this.

You acknowledge and accept that, aside from Your obligations listed in Our Contracts, You are fully liable, including in case of reselling Our services or in case of a license of use granted to a third party, or authorization for use or access (provider, member of Your staff, Administrators or users that You have designated etc.), whether for professional purposes or not or not:

You are entirely responsible for:
- any consequence and any litigation relating to the choice and the use of Our Gandi Blog services; both concerning the creation of Your website, including its address (*that You choose Yourself under Your full and sole responsibility and which will be accessible to the public on the internet*), as well as its operation,
- any Content stored, broadcast, transmitted, relayed, issued, collected, used, processed or made directly or indirectly available via Your Gandi Blog website, including any hyperlink and any website to which it forwards, even though the Content was installed, issued or placed on Your website by third parties, placed under Your sole and full responsibility,
- putting in place useful solutions in order to secure and/or limit access, if applicable, to all or part of Your Blog and any content that it makes available, directly or indirectly,
- any consequences of a failure to comply with the technical characteristics of the Gandi Blog service that You subscribed to (the following are notably forbidden: forwarding from the main page to another page, the deletion or hiding of the footer or legal mentions information (explained in section 3.2 below),
- of any use of Our secure interface, via Your Access Codes or those of Your contacts, which is reputed to have been made by Yourself, with Your agreement and/or Your instructions.

Before publishing Content on Your GandiBlog, You must assure that You have acquired all the necessary rights to post said Content, particularly with regards to personal information of others. Those who granted You said rights may revoke them at their discretion, after which You must cease and desist from distributing and/or publishing the offending Content on Your GandiBlog.

Likewise, take care to not publish sensitive personal information (*such as health status, or sexual, religious, or political orientation*) which should not be published on the Internet since thay are of private nature and concern someone who has been identified or may be easily identifiable.

Likewise, be careful with regards to the publication of photographs or other personal elements concerning You or Your relatives and/or friends (even with their approval), given the risk of content copying that is inherent to the Internet, and that Gandi has no control over.

We would like to remind You that given the interactive nature of the GandiBlog service, third parties can publish and exchange content on Your Blog.

All Content published on Your Blog is public by definition, as anyone with an Internet connection can view and publish content on Your GandiBlog. We advise that You close all comments and trackbacks (semi-automatic inter-blog links) should You decide to suspend Your GandiBlog's activity but keep it online.

It is Your obligation to moderate this content, and contributions to Your Blog, which are published under Your responsibility and, if applicable, to modify or delete them. You are free to put in place any compatible technical means that can allow You to carry out these moderations.
Moreover, if the Content of Your Blog targets an adult audience or contains elements that might be shocking, You must take all measures necessary to restrict and control access.
Please note that as owner of Your Blog, created via Our GandiBlog solutions, You have an obligation to monitor Your GandiBlog. You must also rapidly bring to the attention of the competent authorities, any activity or Content in Your Blog such as described above, or

any activity or Content in Your GandiBlog that may be deemed illegal or prejudicial, whether You observe it or whether it is brought to Your attention.

You must take all necessary measures within applicable Luxembourg law with regards to the rights of third parties on Your Blog, including in the event of a license of use, whether or not You are the editor, or are at the origin of its publication online, or are alone or not in the management and use of Your Blog. All access and utilization rights to Your Blog are done at Your risk, under Your full and sole responsibility, in conformity with Our Contracts.

In the event that a Blog is intended to be used by a minor, his or her parent(s) or legal guardian(s) must constantly monitor the Blog's Content and notably assure that the minor does not post or exchange any sensitive personal information, regarding himself/herself or others, and censor the Blog content if necessary.

You declare and guarantee to make it Your business to assure relations with any administrators and/or users of Your Blog in such a way as to assure that Gandi is never bothered, in any way, notably if they must experience a suspension of service or a loss of data due to breaches of Your contractual obligations or any other case mentioned in Our Contracts.

You are completely responsible for any use of the Blog that was created and published online in using Our GandiBlog services and solutions, and You commit Yourself to indemnify and hold harmless Gandi of any consequence of the use of its GandiBlog services and solutions or tied to any of the contents that are directly or indirectly made available via Your Blog, it being specified that this obligation to guarantee, which includes all reasonable lawyer and council fees, will survive the end of the Contract.

3.4. Obligation of intervention the content of Your Blog

Any intervention on the Content made available, directly or indirectly, on all or part of Your website, is personally incumbent upon You, and under You full and sole responsibility.

You commit Yourself to:

- act promptly in the event of a request or complaint made by a third party pertaining to all or part of the Content of one Your Blogs, even if You are not the author, in a way that any alleged trouble stops as soon as possible, so that You can be in conformity with the rights of the third party or applicable Luxembourg law,
- quickly act to put an end without delay to any illicit or prejudicial situation connected with the use made of Our GandiBlog services under Your full and sole responsibility, notably to delete or make it impossible to access any content that is litigious or prejudicial, as soon as You are informed of it,
- immediately provide upon request any document that demonstrates You have the rights You claim to possess, within the framework of a complaint or request of a third party,
- to not publish online, directly or indirectly, any or all content that may have already been considered or judged as illicit or prejudicial by any competent authority and to delete it immediately on Your own, or after Our first request as soon as You have been informed of it.

More generally, You agree to take all the measures necessary in order to assure that the use of Your Blog is in conformity with Your obligations and current law in particular in Luxembourg.

Additionally, You agree to facilitate the identification of any person that may have contributed to such a use made of Your Blog and Our GandiBlog solutions.

Any lack of taking action in violation of the present Section will be considered as a serious breach of Your contractual obligations and will be grounds for the suspension, deactivation, or termination of the Gandi Blog service, and thus the deletion of Your Blog, without notice (see Section 9.2) and without any legal formality. You cannot claim any indemnity from this, and additionally, You may be held liable to both Gandi and third parties, in addition to the condemnation of this fact in application of penalties that are in force with regards to applicable Luxembourg law and prejudices caused by this violation, notably if We are accused of wrongdoing in Your place because of Your inaction.

You specifically acknowledge and accept that:

- We will only act if, due to Your not acting within the required deadlines or in the event of a serious breach of Your obligations or in application of applicable Luxembourg law, We are obliged to act on Your behalf,
- any action taken by Gandi in Your place will be will be done technically, and not at the level of any particular content but rather at the level of the website in question,
- You shall not be entitled to claim any refund or indemnification, and this will not release You from Your responsibility with regards to Gandi or to the third parties involved, or to Your obligation to guarantee and hold harmless Gandi in the event of prejudice, or from the penalties provided for by applicable Luxembourg law.

Consequently, in order to avoid the suspension or deletion of the service, it is Your responsibility to take all actions necessary to assure that You continue to abide by the terms of **Our Contracts, Our ethics, and applicable texts, notably in Luxembourg**.

3.5. Your obligation of regular backups

Within the framework of the use of the GandiBlog service, a storage space allows You to publish Your Blog online, however this space is only for the functioning of the service.

You acknowledge and accept that, if You would like to have a backup, it falls upon You to make regular backups of the content of Your Blog at a location of Your choice. Gandi does not provide this service within the framework of GandiBlog.

You accept to have been informed of and to accept that upon the expiration of the Contract (notably if Your domain name has expired) that all the Content of Your Blog, and notably all the articles that have been written, are totally and permanently deleted, without any possibility of restoration.

You must notably proceed with a final backup in the event of a cancellation. Additionally, the technical consequences of the end of the Contract are outlined hereafter in Section 7.

Section 4. Activation of the GandBlog service - right of cancellation

Activation of the service corresponds to the providing of the GandiBlog tools and the disk space needed for the hosting of Your Blog, via Our secure management and administration Interface that You can access with Your Access Codes.

Nevertheless, as this concerns a free offer that is provided as an accessory to Your domain name at Gandi, the activation of the service implies that Your domain name is active and not suspended or deactivated, just as with the Gandi handle that is associated to (*the owner handle of the domain, to which Your Blog is attached*).

At the end of the contractual process, in conformity with Gandi's General Service Conditions, and under this condition, You will be notified of the activation of the GandiBlog service by email to the address that You provided with the Gandi handle used to subscribe to the GandiBlog service (*the same as the owner handle of Your domain name at Gandi*).

You can start to use the GandiBlog service immediately upon its activation, in an autonomous manner (*edit, create, and publish Your Blog online by using GandiBlog Tools that are made available to You for this purpose*), via Your secure management and administration interface, once You have logged in with Your Access Codes.

As an example, and conditioned upon the above, the activation of the service is completed within one hour on average, from the time of subscribing to is via Our interface.

In conformity with Gandi's General Service Conditions and the article L. 222-5 of the Luxembourg Consumer Code, You (as You are defined as a consumer according to Luxembourg law) acknowledge and accept that the cancellation right does not apply, as the GandiBlog service is activated before the completion of the seven working days as stated in the Consumer Code, and can be deactivated at any time.

Section 5. Creation and utilization of Your GandiBlog

If You have a domain name that is valid and active at Gandi, You may, at any time, and for free, create Your own Blog, associated to this domain name.

As an optional accessory service to Your domain name at Gandi, the GandiBlog service is associated with the access codes of the owner contact of the domain name in question.

The subscription of the GandiBlog service is done in conformity with the contractual process described in Gandi's General Service Conditions via the secure administration interface that is made available by Gandi for this purpose via the Access Codes that are associated with Your domain name to which Your Blog is attached.

This interface allows, in an autonomous manner, and under Your full responsibility:

- to activate or deactivate the GandiBlog service that is attached to Your domain name,
- to create Your Blog through the software tools made available to You within the framework of the GandiBlog service,
- to publish Your Blog online, or bring it offline,
- to add content to Your Blog and/or delete all or some of Your Content.

In Your role as a domain name owner, to which it is associated, the management and administration of Your Blog is incumbent upon You.

Since Your Blog is accessory to Your domain name, if You delegated the role of contacts of Your domain name, those that You assigned as the administrative

and technical contact can activate or deactivate the GandiBlog service on Your domain name, and act on the content and publication status (online or offline) of Your Blog, in an autonomous way, through their respective access codes, on Your behalf and under Your full responsibility.

You guarantee Gandi that the obligations that are incumbent upon You in application of Our Contracts will be honored by those that You granted administrative access to Your Blog.

In the event of a dispute, the instructions of the owner contact of the domain name will always govern over those of any other domain name contact.

Note that in conformity with the Terms and Conditions of Domain Name Registration at Gandi, as owner contact of the domain name, You may at any time modify/replace the other contacts as long as Your domain name is not blocked or suspended in any way, in conformity with the procedure described on Our website.

In the event of a problem, as owner contact of the domain name, You may contact Our technical team by filling out the contact form available to this effect on Our website at www.gandi.net.

Additionally, unless access to Your Blog has been restricted in all or in part, any person that has internet connection may add content to Your Blog at any time, in the form of visible content that is accessible to the public via the internet. It is Your duty, alone or through those to whom You granted administrative rights, to monitor, moderate, or comment, in such a way that the Content of Your Blog is constantly within the bounds of Our Contracts and current Luxembourg laws, notably with regards to the rights of third parties, to allow people to reply to content that concerns them.

Section 6. Duration - Renewal

The Contract begins upon the subscription to the GandiBlog service.

You benefit from the GandiBlog service as long as it is active and You are the owner of the domain name registered at Gandi to which it is accessory, and under the condition that Your domain name is valid and active and that Your Gandi handle or Gandi account is not suspended or deactivated, in application of Our Contracts or due to their violation.

Additionally, You may renew the use of this free service by renewing the domain name to which it is accessory.

Section 7. The end of the Contractand Your right of cancellation

The GandiBlog service is an optional accessory service to Your domain name, and it will be terminated when the registration of Your domain name at Gandi has ended, in conformity with the Terms and Conditions of Domain Name Registration at Gandi which much be constantly respected (notably in the following cases):

- Expiration of the domain name,
- early voluntary deletion of the domain name,
- outgoing transfer,
- owner change of the domain name,
- in application of an order of the court, an administrative commission,or any other alternative dispute resolution authority,
- in the event of the suspension or deactivation of the domain name or the Gandi account to which it is attached (due to a dispute and/or complaint).

The deactivation of the GandiBlog service, or of just Your Blog, is also possible at any time during the validity of Your domain name, via Our secure interface.

At the end of the Contract, for whatever reason, Your Blog will immediately be deactivated and, consequently, will no longer be visible or accessible to the public on the Internet.

As indicated in Section 12 below, given the composition and functioning of the Internet network, We can only guarantee the permanent deletion of Your Blog on Our own servers.

This is because Your Blog may leave traces on the Internet, for example if it was referenced, cited, or copied by other Internet websites. These traces may persist even after the cancellation of the GandiBlog service, by You or by Gandi, without Gandi being responsible, as Gandi does not have any technical control over it and can therefore not be held responsible for this fact - Section 10 hereafter).

Section 8. Technical intervention by Gandi

As a technical intermediary, Gandi can intervene for the purpose of ensuring the proper operation of its services, the safety and stability of the system.
In this respect, Gandi reserves the possibility, in the event of absolute necessity, of interrupting all or part of the GandiBlog service to proceed with a technical intervention, notably in the event of a malfunction, or to improve the functioning, or to proceed with a maintenance operation, or within the framework of customer support or assistance.

Gandi also reserves the possibility of suspending Your Blog, which will result in it being rendered inaccessible to the public via the Internet, if it's the victim of an attack that is susceptible of perturbing the good operation of Gandi's service or infrastructures.

We shall do everything necessary to limit the time of the said interruption as much as possible and 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.

However, You acknowledge that We may intervene without 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) or if it is explicitly requested by a competent authority or a third party, within the framework of a notification in conformity with the article 62 (1) of the modified law of the 14th of August 2000 relative to the electronic commerce (called LCE), or in case of serious breach, as stated below.

Section 9. Termination by Gandi

9.1. Suspension/termination with notice

Any failure to abide by Your contractual obligations, which have not been corrected within fifteen (15) days of receiving Our Notification to do so, is grounds for the suspension, deactivation, or deletion of the GandiMail service and Your website, or the cancellation of the present Contract and associated services, without any other formality and without Your being able to request any compensation or refund no matter the contractual period under way when this cancellation occurs.

9.2. Suspension/termination without notice

9.2.1. In the event of a serious breach of Contract

You acknowledge and accept that, within the context of the GandiBlog service, that the following are considered as serious breaches of Your contractual obligations, even though Gandi does not have any obligation to monitor Your activity and does not assume any responsibility due to Your content:

- any breach of Contract, as defined in Our Contracts, and notably any use of the GandiBlog service, directly or indirectly (this includes the making of any content available on Your Blog) in violation of the obligations that are incumbent on You in application of Gandi's General Service Conditions, the Terms and Conditions of Domain Name Registration at Gandi and the special conditions that are applicable to the extension of Your domain name, and which are defined therein as a serious breach,
- any violation or breach of Your specific obligation of intervening on Your Blog, in application of Section 3.4 of the present Contract.

In conformity with Our Contracts, We remind You that:

- any breach of Your obligations is grounds for the suspension, deactivation or deletion of the GandiBlog service (cancellation), of Your website and/or Your Gandi Account, without any formality or notice,
- Gandi cannot therefore be held accountable for the direct or indirect consequences connected to the suspension, deactivation or deletion of the GandiBlog service and consequently Your Blog and/or Your Gandi Account,
- You cannot claim any indemnity or refund from Gandi due to this, other than Your sentencing in application of Luxembourg law and Our Contracts.

9.2.2. In the event of a legal obligation

You accept that, in conformity with the laws and regulations in Luxembourg and Our Contracts, We may proceed with the suspension or immediate deletion and without notice of any part of the services subscribed to and/or of Your GandiBlog and/or Your Gandi Account and consequently, any service or option that is associated with Your Gandi Account:

- to adhere to a legal or regulatory obligation, or in application of the rules to which We are bound as a technical intermediary, notably as a provider of domain name registration or,
- on the order of a competent authority (notably in the application of a court ruling or a decision of another recognized authority), or
- if We receive a notification, in conformity with the article 62 (1) of the modified law of the 14th of August 2000 relative to the electronic commerce (called LCE), concerning all or part of Your Blog or its Contents, or
- to repair a technical problem or within the framework of any intervention necessary to maintain the system or assure its stability.

Note that in all the cases mentioned in the present Section 9, cancellation of the GandiBlog service leads to the deactivation of Your Blog, which can nonetheless still be managed, and the cancellation of the GandiBlog service by Gandi on the other hand, leads to the permanent deletion of all the content on Our servers.

You acknowledge and agree that Gandi cannot be held liable in the event of interventions undertaken within the context of the present Section 9, and that You shall not be entitled to claim any refund or indemnification no matter

the contractual period underway when the suspension or cancellation by Gandi occurs.

Additionally, You may be subject to pay damages and interest in the event of prejudice, as well as be exposed to the penalties as required by current applicable Luxembourg laws.

Section 10. Exclusions and limits of Gandi's responsibility

In addition to the exclusions and limits laid out in Our Contracts, within the framework of the GandiBlog service, We decline any and all responsibility:

- due to any technical problem, or problem with accessibility or the functioning of Your Blog related to the applications or content that You make available and to any consequence or perturbation of the service due to this fact,
- difficulties in accessing Your Blog, content, or services hosted, due to the saturation of networks during certain times, and/or due to the technical characteristics and limits of the Internet or Your Internet access, which You declare to know and for which We cannot be held responsible for in any way,
- any deterioration of Your content due to Your fault and/or Your failure to respect the conditions and technical limits applicable of the GandiBlog service,
- 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 Content and/or software, despite Our best efforts to assure the security of Our services,
- due to the content not being permanently deleted from Your Blog outside Our own servers, since Your Blog, like every site on the Internet, leaves traces on the web (for example if the side was referenced, cited, or copied on other websites), including after the cancellation of the GandiBlog, which Gandi has absolutely no control over.

We can also not be held responsible for any malfunctioning of the tools that You use within the framework of the GandiBlog service, nor their poor use, since the programs are provided by Gandi in order to improve the service.

Within this framework, We remind You that the respect of the technical conditions and limitations of the GandiBlog service implies:

- adhering to the conditions of use of the various programs used, and corresponding usage licenses, in addition to Your Blog,
- being very prudent with regards to the transmission of Your content via the Internet (We notably recommend using an up-to-date anti-virus program).

Likewise, We can only guarantee the quality of the GandiBlog service under the condition that the technical specifications and limits specific to this service are met, in accordance with Our Contracts.

We cannot be held responsible in the event that You do not have many visitors to Your website, or if it turns out that the GandiBlog service or tools are inadequate for the objectives that You are trying to meet.

You acknowledge that, even though Gandi reserves the possibility of proceeding with verifications, that they are not under any general obligation to monitor the content or applications transmitted or stored by its intermediary nor any obligation to actively search for facts or circumstances that reveal illicit or prejudicial activity.

Section 11. Personal data

The personal information that You declare within the framework of the GandiBlog such as listed hereafter and mentioned on Our website at the time of their collection, are fairly and lawfully gathered and processed by Gandi in conformity with the modified law of the 2nd of August 2002 relative to the protection of persons with regard to the processing of personal data.

Additionally, within the framework of the GandiBlog service, We conserve the creation and modification dates of every article on Your Blog, associated with the login and password used to access it, which You declare to have informed Your administrators of (*contacts or holders of administrative or user accounts*).

We also store the connection data of Your Blog, within the conditions specified in Luxembourg law. The purpose of the collection and processing of this data that can identify You, is to assure the good functioning of the GandiBlog service and to meet the legal obligations of identification. They shall only be divulged following a petition by a competent authority.

In conformity with Our Contracts, You have the right to access, modify, and oppose Your data, which You may exercise via Our interface once You log in with Your personal Access Codes or by contacting Our services at the address indicated on Our website. Note that the right of opposition to the processing of Your personal information such as described in Section 3.2 can only

be exercised by the cancellation of the GandiBlog service or the deactivation or failure of activation of Your Blog, since the gathering and processing of this data, and their publication on Your Blog (unless otherwise stated, as an option in the event that You are publishing Your Blog for personal reasons), are required by current Luxembourg law.

Section 12. Backup at the end of the Contract

In the event of a cancellation, for whatever purpose, or at the end of the GandiBlog service, Gandi shall delete all of the contents of Your Blog.

Consequently, it is Your obligation to save and recover Your Content (raw data) prior to the expiration of the service or a change of provider, as well as on a regular basis during the term of the Contract, at a location of Your choice outside Gandi.

Your Blog cannot be transferred to a third party, nor transferred or restored at another provider as You have formatted it and published it online within the framework of Our GandiBlog service. For technical reasons, only Your Content (raw data) is available. It is Your obligation to take all necessary measures to save the contents of Your Blog.

Likewise, You cannot change the owner of Your Blog without changing the owner of Your entire domain name, according to the specific procedures detailed within the Terms and Conditions of Domain Name Registration at Gandi and the special conditions applicable to the extension of Your domain name.

Finally, given the composition and functioning of the Internet network, We can only guarantee the permanent deletion of the contents of Your Blog at the end of the Contract on Our own servers.

This is because Your Blog may have left traces throughout the Internet, for example if it was referenced, cited, or copied on other websites or blogs. These traces may even continue after the cancellation of Your Blog, by You or by Gandi, without Gandi being held responsible due to this, as We have no technical control over this (section 10 above).

Section 13. Contract modification

In conformity with Gandi's General Service Conditions, and in accordance with applicable provisions, the present GandiBlog Contract is susceptible of being modified in order to take into account any changes in legal or technical jurisprudence.

Section 14. General provisions

The preamble is an integral part of the present Contract.

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

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

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

Section 15. Applicable law - jurisdiction

This Contract is governed by Luxembourg law with regards 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 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, in accordance with current law, and unless there exists a clause to the contrary, any dispute concerning the validity, interpretation or execution of this Contract shall be brought before the competent courts in whose jurisdiction is established Gandi for the provision of the service in question, and therefore, in this Contract the location of the headquarters of Gandi International.

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.

-end of the GandiBlog Contract-

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