

GANDIMAIL CONTRACT

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This GandiMail Contract (“GandiMail Contract” or “Agreement”) constitutes a binding agreement between Gandi US, Inc., a Delaware corporation (“Gandi”, “we”, “our”, or “us”), and any person or entity registering as a user and electing to purchase, activate, subscribe to or renew our GandiMail service through the online portal available at www.gandi.net (your “Gandi Account”) or any person or entity with access to your Gandi Account (such as the administrative, technical and billing contact on the domain name) (“Customer”, “you”, or “your”). By using our services, you agree at all times during your use to abide by this GandiMail Contract and any additions or amendments. Please read this Agreement carefully.

This is just one of a number of agreements that govern our relationship. This Agreement is a supplement to Gandi’s General Service Conditions, Gandi’s General Terms and Conditions of Domain Name Registration, Gandi’s pricing information, Gandi’s Privacy Policy and the respective contractual conditions applicable to any other services offered by Gandi that you purchase, activate, subscribe to, or renew via your Gandi Account (collectively, the “Gandi Contracts”). The Gandi Contracts may be viewed at any time at <https://www.gandi.net/contracts> in an electronic format that allows them to be printed or downloaded for your records. Please note that we may also offer or provide services through third parties that are governed by the terms and conditions of the respective service providers. Those terms and conditions are either referenced in the respective Gandi Contract or will be made available to you when you purchase the respective service. For example, there are specific terms and conditions applicable to the registration of each Extension chosen which are as set forth by the Trustee Authority or Registry in charge of the Extension in question. By using any services we offer via a relationship we have with a third party, you agree to be bound by any rules applicable to Gandi with respect to those service providers.

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

Your continued use of your Gandi Account, the use of www.gandi.net (the “Site”, “Our website” or “Gandi’s website”) and any affiliated domains that redirect or link to this Agreement (the “GandiMail Contract”) or any of Gandi’s services constitutes your agreement to be bound by the terms of this Agreement and any other applicable Gandi Contract. Notice of any change will be considered given and effective on the date that we update the Site with the change. Please periodically review this Agreement to ensure you are aware of any changes.

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

As set forth in detail in Gandi’s General Terms and Conditions of Domain Name Registration, for purposes of domain name registration and the provision of email services, Gandi acts through delegated authority in the name and on behalf of the related corporate entity, the French Registrar Gandi SAS. Any designation of Gandi as a Registrar herein represents the Registrar Gandi SAS.

SECTION 1. BASIC GANDIMAIL SERVICE AND GANDIMAIL PACK DETAILS

Gandi offers various email offerings in connection with the purchase of a Gandi domain as an add-on service to that domain. Gandi offers the Basic GandiMail service to all Gandi customers who own an active domain name registered at Gandi. With the Basic GandiMail Service, you will receive up to 1 GB of disk space for your GandiMail mailbox, up to 5 email addresses, up to 1,000 forwarding addresses, an unlimited number of mail aliases, and basic anti-spam and anti-virus protection. You can access your GandiMail through your own email client (Apple Mail, Thunderbird, Outlook, etc.) or through a web browser by accessing Gandi Webmail. The subscription to the Basic GandiMail service is free of charge with your purchase of a Gandi domain name.

Alternatively, Gandi offers the GandiMail Pack service to all Gandi customers who own an active domain name registered at Gandi. With the GandiMail Pack, you get everything you get with the Basic GandiMail service, but you can opt to receive up to an additional 50 GB of disk space for your GandiMail mailbox with a sliding scale fee depending on how much space you want.

With the GandiMail Pack service, you also have an unlimited number of email addresses and can elect to use various other GandiMail Pack services such as auto-reply, forwarding addresses (to send mails sent to one address to another address) and dynamic alias addresses (a method for giving an additional name to a local email mailbox).

The price for the subscription to the GandiMail Pack service is as set forth on our Site at the time of purchase based on the amount of storage space you want to purchase.

You subscribe to the Basic GandiMail service or the GandiMail Pack service via your Gandi Account.

You set up your Gandi Account on our Site and by following the process described in Gandi’s General Service Conditions. You will receive an email notification when your Gandi Account is activated.

You can change your GandiMail subscription choice to best suit your needs at any time through your Gandi Account. You can cancel or downgrade your GandiMail subscription at any time.

As with all mail services, there are technical limitations to both the Basic GandiMail service and the GandiMail Pack service.

These technical limitations are detailed on the Site here: <http://wiki.gandi.net/en/mail/limitations>. Attempts to send or receive email from a GandiMail account that exceed the technical limitations of the service will be blocked and result in an error message.

Any attempt to bypass the technical limitations will be blocked and constitutes a breach of this GandiMail Contract.

Section 2. Gandi's Commitments

Provided that the Customer is in compliance with its obligations to Gandi, abides by the applicable rules, and pays all applicable fees (i.e. the corresponding registration and renewal fees), throughout the duration of the subscription to the Basic GandiMail service or the GandiMail Pack service, Gandi will:

- Allow you to create and manage your GandiMail mailboxes autonomously from your secure Gandi Account management interface;
- Give you control over the GandiMail mailboxes associated with your domain name at Gandi, within the technical limitations and specifications of the service to which you subscribed;
- Allow you to create GandiMail mailboxes for whichever user you select, as long as those users also agree to the this Agreement and any other applicable Gandi Contract;
- Allow you to access the GandiMail service via a webmail access on our Site that you can connect to by logging in with the email address of the mailbox and its corresponding password;
- Allow you, if you choose, to use your GandiMail service via an email client of your choice (for example, Outlook, Thunderbird, Apple Mail, etc.) that you can configure on your device;
- Provide you with an anti-virus and an anti-spam filter;
- Not include any ads, either for Gandi or for a third-party, on Gandi's webmail interface;
- Allow you to monitor the degree of utilization of the GandiMail service, so that you can, if necessary, upgrade your service for additional disk storage space, or to free up space by deleting data so that you can remain within the technical limits of the offer to which you have subscribed; and
- Not automatically upgrade your GandiMail service to a paid subscription offer, or one that is more expensive, even if you have reached the maximum disk space storage limits of the service to which you have subscribed.

In the event of an email outage, Gandi further agrees to use its reasonable best efforts to fix the issue and re-establish service as soon as possible. If it is an issue within Gandi's control, Gandi will use its reasonable best efforts to ensure that service is restored within 4 hours of our having been alerted to the incident.

Section 3. Your Obligations

In addition to any other applicable obligations set forth in the Gandi Contracts, you agree to the following:

3.1. You Are the Owner of Your Domain Name and Are Responsible for What Happens With It

Your GandiMail service is entirely dependent upon (i) you maintaining a valid domain name registered through Gandi, and (ii) your continuing to abide to the obligations set forth in any applicable Gandi Contract. If your domain name is terminated, canceled, suspended, transferred away from Gandi or deleted, your GandiMail service will likewise be terminated, canceled, suspended, transferred away from Gandi or deleted at the same time.

You may delegate technical and/or administrative responsibilities for your GandiMail service to third parties (by delegating third parties as technical and/or administrative Contacts of your domain name), as long as such parties agree to be bound by this Agreement and any other applicable Gandi Contract.

However, you are entirely responsible for your Gandi Account, your GandiMail service and your obligations under this Agreement and any other applicable Gandi Contract. Please note that you cannot limit the access of your Account Contacts to specific optional accessory services.

3.2. Acceptable Use Policy

To the fullest extent of the law, you assume full responsibility for the use of and content associated with your GandiMail service. You represent and warrant that you have the full rights, authorizations, licenses and permissions to use the email address(es) that you choose and to use the GandiMail service in the manner in which you use it. To the fullest extent of the law, you are responsible for any data, content or electronic communication made via your GandiMail, and any message or attached file of any nature and any format whatsoever (any information, data, text, software, sound, image, photograph, graphic, drawing, video, signs, signals, writing, or messages of any nature) (the "Content") associated with your domain name or your GandiMail service that is sent, received, transferred, transmitted or stored in connection with your GandiMail service. You represent and warrant that you have the full rights, authorizations, licenses and permissions to use any Content that is sent, received, transferred, transmitted or stored in connection with your domain name or your GandiMail service.

You agree to use the GandiMail services only for lawful purposes and to not misuse our GandiMail services.

The laws of the State of California, and the United States of America apply to this Agreement and your use of the GandiMail service. The following represents a partial listing of activities that are prohibited when using the GandiMail service, any one of which has the potential to result in account or service suspension or closure without prior or further notice. The GandiMail service may NOT be used to host, display, post, propagate, upload, download, transmit, transfer, disseminate, distribute, reproduce, sell, link to nor facilitate access to:

- Content or services that violate any applicable export and re-export control laws and regulations;
- Content that is intended to promote illegal activities, is unlawful, threatening, obscene, abusive, harassing, defamatory, slanderous, libelous, or hateful;
- Content that, in our judgment, is child pornography, child erotica, indecently depicts children, or, that poses any harm or potential harm to any child, or content that is directed at a child and is objectively reasonably inappropriate for that child;
- Content that contains any malware, including, but not limited to, software viruses, Trojan horses, worms, time bombs or any other computer codes, files or programs designed to interrupt, destroy, impair or limit the functionality of any computer software, hardware, telecommunications equipment or other device or equipment;
- Content that infringes on any right of any person or party, including, but not limited to a person's or party's right to privacy or intellectual property rights;
- Activity that causes Gandi's systems or any of our IP ranges to be placed on any "black hole" list or any other mail filtering software used by companies on the Internet;
- Unsolicited or bulk email (SPAM), including, but not limited to, using the Service's SMTP service or mail script to send out SPAM over our networks or other systems with a message referencing their website. You agree to comply fully with the CAN-SPAM Act and any amendments thereto;
- "Snowshoe spamming" (which, generally, is an abusive technique used to send SPAM from a variety of IP addresses in an effort to spread out the SPAM load); or
- Content or services that threatens or disrupts Gandi's other customers, or Gandi's business, systems or services.

You agree to advise any person to whom you give access to administer or use your GandiMail service of this Acceptable Use Policy and to take all necessary actions to ensure that the use of

any third party of your GandiMail service is in conformity with your obligations and applicable law.

You further agree to address and remedy any use of your GandiMail service that is in violation of this Agreement, as quickly as possible, and to take all reasonable steps to ensure that the violation does not repeat.

You understand and agree that Gandi is solely acting as a common carrier in its capacity of providing the GandiMail service or public access to any Content, is not a publisher of any material or information and has no right to edit or censor any Content or material in use by you (unless pursuant to any local, state or federal law, or any section of this Agreement). We are not responsible for and do not undertake pre-screening of any Content.

3.3. You Alone Are Responsible for Backups

The backing up of the entire contents of your GandiMail mailboxes, whatever it may be, is completely your responsibility. We do not keep backups of your Content. You acknowledge and agree that it is entirely your responsibility to perform regular backups of the content of your GandiMail account, and if necessary, to each GandiMail mailbox at a location of your choice. Gandi does not perform backup service for the GandiMail service.

Upon the expiration, termination, deletion or cancelation of your domain name, all of the Content of your GandiMail account, and notably the associated GandiMail mailboxes, will be totally deleted, without any possibility of recovery. Therefore, we strongly recommend that you perform regular backups of your Content and a final backup before your domain name is terminated.

In no event will Gandi be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content.

3.4 Always Having Strong, Secret Passwords is Your Responsibility

You are required to and solely responsible for maintaining the confidentiality and security of the passwords used to access your Gandi Account and your GandiMail service. Any and all activity that occurs under your username and password will be considered done by you and you bear sole responsibility for that activity. Gandi is not be responsible for any loss or damage arising from or otherwise related to your failure to maintain control over access to your password or username, whether due to your own negligence or for any other reason. As a general practice, it's best that you change all of your passwords periodically and at any time you think that the username and password to your Gandi Account, your GandiMail service or any of your other usernames or passwords have become compromised.

3.5. Obligation to Not Disrupt Our Systems and to Preserve the Reputation of Our IP Addresses

You agree to use our services in a manner that does not interfere with or otherwise disrupt service to our other customers or any of our systems. Gandi reserves the right to suspend or close the Gandi Account, without prior notice, if in our judgment such interference or disruption is determined to exist.

You agree to maintain the reputation of our IP addresses and not to undertake any action that causes our mail servers or any of our IP address or ranges to be placed on any "blacklist" or "black hole list" (i.e. www.spamhaus.org, "XBL", or "SBL") or any other mail filtering software systems used by companies on the Internet. You agree to notify us immediately if you learn that any of our IP addresses have been placed on any such list. If necessary, you agree to take whatever actions are necessary (or fully cooperate with us in taking whatever actions we deem necessary) to remove any of our IP addresses from any such list immediately.

Section 4. Billing, Pricing and Payment

If you elect a GandiMail Pack service (for which there is a fee), you will be billed the applicable price posted on the Site at the time of your order. Payment is due immediately to begin the service. Once full payment confirmation is received, the services will begin. The subscription price is for 1 year, but will be prorated to the domain's anniversary date (to the nearest day), if the domain's anniversary date is less than 1 year from the date of purchase of the subscription. Likewise, if you elect to upgrade your GandiMail Pack service during the year to a subscription with additional disk space, you will be billed the prorated difference in the fee until your domain's anniversary date. If you cancel or downgrade your GandiMail subscription to a subscription with a lower fee or no fee, the prorated difference will first be deducted from any amounts then outstanding as due to Gandi and, then, refunded to you at the close of the next billing period.

Section 5. Managing Your GandiMail Service; Responsibility for Actions of Contacts

You subscribe to the Basic GandiMail service or the GandiMail Pack service via your Gandi Account.

You set up your Gandi Account on our Site and by following the process described in Gandi's General Service Conditions. You will receive an email notification when your Gandi Account is activated. You can use your GandiMail immediately following its activation.

You can change your GandiMail subscription choice to best suit your needs at any time through your Gandi Account. You can cancel or downgrade your GandiMail subscription at any time.

Once you have a GandiMail subscription, the GandiMail interface allows you to do the following autonomously:

- Subscribe to, modify, downgrade or cancel your GandiMail service associated to your domain name and any corresponding options;
- Create, delete, modify, and/or purge all or some of your GandiMail mailboxes;
- Modify the password(s) associated with all or some of your GandiMail mailboxes (including the passwords of delegated users);
- Set up users with mailboxes; and
- Manage the technical configurations of your GandiMail mailboxes.

You are responsible for administering and managing your GandiMail set up. We will send you notifications that you are approaching your the maximum disk storage usage for your current plan. However, you are responsible for managing your GandiMail service to ensure that you remain within your plan limits. If you do not remain within your plan limits, you are likely to experience a disruption in service and/or lose your data altogether.

Since your GandiMail is an add-on service to your domain name, if you have delegated third parties as Contacts of your domain name (as opposed to Users of email), then each of the Contacts (with the exception of the billing Contact, unless the billing contact is also listed as another Contact) may activate or deactivate the GandiMail service on your domain name, as well as create, use, and manage the GandiMail mailboxes and their various options. You are responsible for managing the access of your Contacts to your GandiMail mailboxes. At any time, you can add, delete or change the Contacts, as long as your domain name is active and in good standing (i.e. not currently terminated, blocked or suspended).

In the event of a problem, any Contact of the domain name, may contact our customer support team by filling out the form on our Site.

Section 6. Creating GandiMail Mailboxes and User Accounts: Responsibility for Actions of Users

Once you have a GandiMail subscription, the GandiMail interface allows you to set up Users, each of whom can have a separate GandiMail mailbox connected with your domain name. Users do not have access to your secure management interface unless they are also Contacts. A user account is only designed to allow its holder to use their GandiMail mailbox (i.e. send and receive emails) from a third party email client (Apple Mail, Thunderbird, Outlook, etc.) or from our Webmail on our Site. The maximum number of mailboxes allowed depends on whether you subscribed to Basic GandiMail or GandiMail Pack.

The GandiMail mailbox addresses correspond to the domain name that the GandiMail is associated with. For example, if your domain name is example.com, the email address will be [individual's name selected]@example.com".

When creating a new User and a new mailbox for that User, you must designate each User's username and password. Once a User has a username and password, he or she has a User Account that will correspond to your GandiMail service and to your domain name. Provide each User their respective username and password to allow the User to start using his or her GandiMail mailbox.

Gandi does not manage user passwords and has no ability to change or recover them. It is your obligation to delete any undesired emails, to empty the trash bin, and any perform any other action necessary to maintain good management of the space that is allocated for emails in the mailbox.

You may set up and give access to User Accounts to anyone you would like consistent with this Agreement and any other applicable Gandi Contract. However, you agree that you are completely responsible for the actions of your Users. As set forth herein, you agree to indemnify Gandi and Gandi's related parties for any claims concerning any actions of your Users. You are responsible for any Content associated with your Gandi Account or your domain name and the activities conducted by any mailbox associated with your Gandi Account or your domain name, even if it is stored in or originating from or to the mailbox of one of your Users.

You agree to inform your Users of the obligations of this Agreement, any other applicable Gandi Contract and the technical limitations of your GandiMail service. You agree that your Users will abide by these obligations and limitations.

Section 7. Technical Configuration of GandiMail Mailboxes with Third Party Email Clients; Spam Filters

It is your responsibility to ensure proper technical configurations of your GandiMail mailboxes that are attached to your domain name with any third party email clients (i.e. Apple Mail, Thunderbird, Outlook, etc.) (POP/SMTP). There is a helpful technical configuration guide on our Site to help you through the process.

Gandi has installed an anti-spam feature as a default on each new GandiMail mailbox. The anti-spam feature cannot be deactivated or replaced. The feature does not allow:

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

Section 8. Term of the Agreement

8.1. Term

The present GandiMail Contract begins upon the subscription to the service and the activation of the service. For Basic GandiMail, as long as the domain name to which the GandiMail service is an add-on is active at Gandi, your subscription to the service continues unless terminated.

For the GandiMail Pack, as long as the domain name to which the GandiMail service is an add-on is active at Gandi, your GandiMail Pack subscription continues until the anniversary date of your domain name registration unless earlier terminated. On the anniversary date of your domain name, your subscription automatically terminates unless renewed or set to auto-renew. If you have a GandiMail Pack subscription, we strongly recommend that you renew this Agreement and the GandiMail Pack service before the expiration date, in the conditions described hereafter, in order to avoid any service disruptions or loss of data.

8.2. Renewal of the Term of the Agreement

The renewal of the Contract and the GandiMail service may be done manually (automatic renewal deactivated) or automatically (automatic renewal activated). The default in the GandiMail account management interface is the manual renewal.

Before your GandiMail service can renew, you must still have an active domain name currently registered at Gandi. Thus, you must renew both your domain name in order to continue your GandiMail service. The price to renew the GandiMail service will be as set forth on our Site depending on the storage space and other options you select.

Manual Renewal (Automatic Renewal of the GandiMail Service Has Not Been Activated):

If the domain name that is attached to the GandiMail service is not set up for automatic renewal, we strongly recommend that you renew your domain name far enough in advance so as to be able to avoid any service disruption and loss of any Content.

Once your domain name has been renewed, if you are still with Gandi and you are using the Basic GandiMail service, your GandiMail service will automatically continue.

If you are using the GandiMail Pack service and you have not set up to automatically renew your GandiMail Pack service, once your domain name has been renewed, in order to avoid any service disruption or loss of any Content, before the end of the GandiMail Contract renew the GandiMail Pack, via your Gandi Account. A reminder to renew your GandiMail Pack service will be sent at least fourteen (14) days before the end of the Contract Term to the email address provided by the last person to have proceeded with the renewal payment of the service and/or options.

Automatic Renewal (Automatic Renewal of the GandiMail Service Has Been Activated):

If the domain name that is attached to the GandiMail service is not set up for automatic renewal, we strongly recommend that you renew your domain name far enough in advance so as to be able to avoid any service disruption and loss of any Content.

Once your domain name has been renewed, if you are still with Gandi and you are using the GandiMail Pack service, your GandiMail Pack service will automatically continue if:

- You have selected automatic renewal of your GandiMail Pack service (done in the "settings" of your Gandi Account);
- There is enough credit in your prepaid account to cover the renewal fee for the GandiMail Pack service; and
- You did not activate automatic renewal within 15 days of the

expiration date of the domain name to which the GandiMail service is attached.

If the foregoing conditions are met, automatic renewal occurs 3 days before the end of the GandiMail Contract Term.

Automatic renewal cannot be activated within 15 days of the expiration date of the domain name to which the GandiMail service is attached.

If you do not meet the conditions for auto-renewal, you will need to manually renew your GandiMail Pack service in order to avoid any service disruption or loss of any Content.

Section 9. Termination or Cancellation of this GandiMail Contract by You

9.1. Termination of this GandiMail Contract by You for Failure to Maintain the Domain

As an add-on service to your domain name at Gandi, the GandiMail service ends when your domain name is no longer active or registered with Gandi. Therefore, this Agreement terminates upon (i) the expiration of the domain name to which the GandiMail service is attached (as indicated in our whois database or in the Gandi Account) (i.e. failure to renew, late renewal), (ii) the transfer of the domain name to which the GandiMail service is attached to another registrar, (iii) deletion of the domain name to which the GandiMail service is attached, (iv) breach of this Agreement or any other applicable Gandi Contract, (v) cancellation of this Agreement by you, or (vi) termination, cancellation, suspension, or transfer away from Gandi by order of a court of law, an administrative commission, or any other alternative dispute resolution authority.

A change in ownership of the domain name alone does not terminate this Agreement. The obligations of this Agreement are assigned to the new owner. Because the GandiMail service is an add-on to the domain name, the new owner of the domain name will have access to the GandiMail mailboxes. It is your responsibility to ensure that any Content in the GandiMail mailboxes that you do not want to transfer to the new owner is deleted and/or that your Content is backed up prior to the transfer of ownership of the domain name to a new owner.

9.2. Cancellation by You

You may cancel your subscription to any GandiMail service at any time, provided that the domain name to which your GandiMail account is attached is active and registered with Gandi and your Gandi Account is in good standing. You may cancel your subscription in whole or in part (i.e. cancel various options to which you subscribed) independently from your domain name (i.e. you can cancel the GandiMail service without deleting the domain name to which it is attached).

In the event of early termination, your Gandi prepaid account or the one associated with the Contract that proceeded with the previous payment will be refunded on a prorated basis (rounded to the nearest whole day) for the difference between the services to which you originally subscribed and the service to which you are then subscribing, if any.

When you cancel your GandiMail services completely, your Content will be deleted. You alone are wholly responsible for any consequences of your cancellation of the GandiMail services, including as a result of the deletion of Content of your Users.

Section 10. Suspension or Termination of this Agreement and/or Your GandiMail Service; Deactivation of GandiMail Mailboxes

10.1. Suspension or Termination for Failure to Pay

The GandiMail service will be suspended, during its active term, in

the event that you do not pay for the renewal of the domain name to which it is attached or the renewal of the GandiMail Pack service immediately upon the due date of any such payment. While your GandiMail service is suspended, neither you nor any of your Users will be able to access any of the GandiMail mailboxes, or send or receive emails. When third parties attempt to email a suspended mailbox associated with the suspended domain name, the third party will receive an error message (according to the email protocol standard). You will never receive any record that this email was sent to you.

The GandiMail Services will remain suspended during the hold period (late renewal) of the domain name after the failure to timely pay for the renewal of the domain name. **By the time the hold period ends (redemption period), the Content associated with the GandiMail service will be permanently deleted and unrecoverable.** When third parties attempt to email a deactivated mailbox associated, the third party will receive an error message (according to the email protocol standard).

Additionally, in the event that a domain name has been renewed but not the associated GandiMail Pack, the latter will be suspended for a period of up to 30 days after the failure to timely pay for the GandiMail Pack service renewal. **After 30 days, the Content associated with the GandiMail service will be permanently deleted and unrecoverable.** When third parties attempt to email a deactivated mailbox associated, the third party will receive an error message (according to the email protocol standard).

10.2. Suspension or Termination for Violation of the Applicable Technical Limitations

The GandiMail service will be suspended, during its active term, in the event that you violate the technical limitations applicable to the service to which you have subscribed. This is necessary to protect our systems and our other customers' interests. For example, if you exceed your storage capacity. The technical contact of the domain name will receive an email warning you that you are approaching your storage capacity before your account is suspended. Thereafter, your GandiMail service will be suspended without further notice until you have remedied the violation (for example, by upgrading to a subscription with larger storage capacity maximums or by deleting Content that is saved on the server).

While your GandiMail service is suspended, neither you nor any of your Users will be able to access any of the GandiMail mailboxes, or send or receive emails. When third parties attempt to email a suspended mailbox associated with the suspended domain name, the third party will receive an error message (according to the email protocol standard). You will never receive any record that this email was sent to you.

The GandiMail service will, as long as the associated domain name is active, remain suspended for a period of up to 30 days after the violation with no remedy of the violation. After 30 days, the Content associated with the GandiMail service will be permanently deleted and unrecoverable and the account will be deactivated. When third parties attempt to email a deactivated mailbox associated, the third party will receive an error message (according to the email protocol standard).

10.3. Suspension or Termination for Breach of this Agreement or any Other Applicable Gandi Contract

In the event that you breach your obligations set forth in this Agreement or in any other applicable Gandi Contract, depending on the nature or reoccurrence of the breach, in its sole discretion, Gandi will (i) terminate this Agreement; (ii) terminate this Agreement and suspend, deactivate, delete or terminate your Gandi Account and/or your GandiMail service and/or any other associated services; or (iii) give you notice of the breach and an opportunity to cure the breach within fifteen (15) calendar days of

our notification to you thereof. In its sole discretion, Gandi may terminate this Agreement and/or suspend, deactivate, delete or terminate your Gandi Account and/or your GandiMail service and/or any other associated services with immediate effect, without prior or further notice.

In the event that Gandi elects to terminate this Agreement and/or suspend, deactivate, delete or terminate your Gandi Account and/or your GandiMail service and/or any other associated services as a result of your breach of this Agreement, you acknowledge that you will not be entitled to a refund of any kind. You further acknowledge and agree that Gandi will not be held responsible or liable for any damages of any kind related to or caused by Gandi's termination or suspension of your Gandi Account and/or your GandiMail service and/or any other associated services. All content will be deleted from our servers and backup systems and we may not have or keep backup of the content. Again, we recommend that you run very regular backups. Termination or suspension of services does not excuse your obligation to pay any outstanding amounts due in connection with services already provided or domains already registered. Gandi reserves the right to pursue any remedy available to it at law or in equity if you breach this Agreement.

10.4. Suspension or Termination as Required by Law or Regulation

You agree that you will use the services offered by Gandi in a manner that is consistent with all applicable French and U.S. local, state and federal laws and regulations, regardless of whether or not you are a citizen of the United States or France and regardless of where you live or house your data. Customers found to be using our services or systems for illegal activities will have their accounts closed with immediate effect, without prior or further notice, and without refund of any fees. You are solely responsible for determining the laws and regulations applicable to your use of the services.

We value our customers' privacy. It is our policy to cooperate with law enforcement and administrative agencies only upon lawful request or order, or substantial justification. Upon lawful request or order from a court or law enforcement, arbitral body, administrative commission or government administrative agency, we may, without notice to you or your consent, provide the information requested by such agency to that agency, including your Content. Upon lawful request or order from a court or law enforcement, arbitral body, administrative commission or government administrative agency, we may, without notice to you or your consent, suspend, deactivate, delete or terminate your Gandi Account, your GandiMail service and any other associated services.

We may also be required to suspend, deactivate, delete or terminate your Gandi Account, your GandiMail service and any other associated services, without notice to you or your consent, (i) to conform to the rules to which we and the Registrar Gandi SAS must abide as a technical intermediary and pursuant to our agreements with the regulatory bodies, (ii) to fix a technical problem, or (iii) for purposes of maintaining or repairing our system's stability.

In the event that Gandi must terminate this Agreement and/or suspend, deactivate, delete or terminate your Gandi Account, your GandiMail service and any other associated services for any of the foregoing reasons, you acknowledge that you will not be entitled to a refund of any kind. You further acknowledge and agree that Gandi will not be held responsible or liable for any damages of any kind related to or caused by Gandi's termination or suspension of your Gandi Account, your GandiMail service or any related services. All content will be deleted from our servers and backup systems and we may not have or keep backup of the

content. We recommend that you run very regular backups. Termination or suspension of services does not excuse your obligation to pay any outstanding amounts due in connection with services already provided or domains already registered.

10.5. Suspension or Termination for Security Breach

Your Gandi Account, your GandiMail service and/or any other associated services may be suspended or terminated in the event that you breach your obligations set forth in this Agreement or in any other applicable Gandi Contract or in the event that your account, service or Content poses a security threat to or disrupts Gandi's other customers, or Gandi's business, systems or services.

Gandi reserves the right to terminate or suspend all or part of the GandiMail service (including any particular mailbox) to perform any required technical intervention, to address any security threat, to improve performance, or to proceed with any necessary or requested maintenance, assistance, or support. We will use our reasonable best efforts to reduce any resulting downtime to as little as possible, and, whenever possible, to inform you in a reasonable amount of time beforehand and specify the date, nature, extent and duration of any anticipated downtime.

10.6. Suspension or Termination for Failure to Maintain Your Domain Name Active with Gandi and in Good Standing

As an add-on service to your domain name at Gandi, the GandiMail service ends when your domain name is no longer active or registered with Gandi. The GandiMail service necessarily follows the status of the domain name to which it is attached (i.e. suspension, early deletion, expiration). Your domain name must be active at Gandi, and be being used in accordance with the applicable registration contract.

By the time the hold period ends (redemption period) or immediate deletion takes place (by Gandi or the Registry), the Content associated with the GandiMail service will be permanently deleted and unrecoverable. When third parties attempt to email a deactivated mailbox associated, the third party will receive an error message (according to the email protocol standard).

Section 11. Limitation of Gandi's Responsibility for Email-Related Issues

In addition to the general limitation of liability contained in this Agreement and in any other applicable Gandi Contract, by way of example, you agree that we cannot be held responsible for any resulting harm in the following specific cases:

- The theft or intentional, negligent or accidental communication of the username and passwords and/or the Access Codes associated with your Gandi Account, your GandiMail service or any of the associated GandiMail mailboxes;
- Difficulties accessing your GandiMail mailboxes either directly or via Gandi's webmail, slow download times, or problems sending and receiving emails and/or attached files due to overutilization of the network at certain times, the technical characteristics and limits of the Internet, the speed, security or quality of your Internet connection, or other software or hardware problems outside of our control;
- The suspension of any or all of the GandiMail mailboxes or the deletion of Content that results from your, a User's or a Contact's action, omission or error, including the failure to abide by the technical limitations of the GandiMail service plan to which you have subscribed;
- Any malware, including, but not limited to, software viruses, Trojan horses, worms, time bombs or any other computer codes, files or programs designed to interrupt, destroy, impair or limit the functionality of any computer software, hardware,

telecommunications equipment or other device or equipment, regardless of our efforts to ensure the security of our services or our providing to you anti-spam or anti-virus software;

- Any direct or indirect intrusion of a third party into your GandiMail mailboxes (attack, hacking, etc.), regardless of our efforts to ensure the security of our services;
- Your receipt of spam or other such undesired or unrequested content or communications in your GandiMail mailboxes, regardless of our efforts to filter such content or communications and our provision of anti-spam software;
- The non-receipt, partial receipt or delayed receipt of any email or Content sent by or to any GandiMail mailbox that is in violation of the technical restrictions and limitations of the GandiMail service; or
- Loss of Content, under any circumstances.

The preceding list is not exhaustive.

Section 12. Indemnification

In accordance with the Gandi Contracts, you are solely and fully responsible for your use of your Gandi Account, the GandiMail services and/or any other associated services.

You are responsible for the actions of any users of your Gandi Account or your GandiMail mailboxes or any Access Codes associated with your Gandi Account. You are also responsible for the actions of the Contacts you designate in your Gandi Account or your GandiMail service.

You agree to defend, indemnify and hold Gandi and each of its respective affiliates, directors, officers, agents (including Trustees) and employees harmless from and against any and all claims, obligations, losses, damages, costs, liabilities and expenses (including reasonable attorneys' fees and costs) incurred by any or all of them arising from or due to any claim, action, dispute or demand made by any third parties (including but not limited to customers or licensees of Customer) that are related to or arising out of your use of the any Gandi service or from your placement or transmission of any materials or content onto or through Gandi's servers. Such liabilities may include, but are not limited to: (a) trademark, trade name, trade dress infringement (including cybersquatting or typo squatting claims) and related claims; (b) false advertising claims, (c) liability claims for products or services, (d) infringement or misappropriation of intellectual property rights, (e) violation of rights of publicity or privacy, defamation, libel, slander obscenity, or child pornography, (f) spamming or any other offensive or harassing or illegal conduct (including but not limited to any violation of our acceptable use policy), or (f) any other damage arising from your equipment, your business, or your use of our services.

This indemnification provision is a material provision of this Agreement and shall survive the termination of this Agreement.

Section 13. Limitation of Liability; Disclaimer of Warranties

GANDI SPECIFICALLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THIS INCLUDES LOSS OF CONTENT, DOMAIN NAMES OR DATA RESULTING FROM DELAYS, NO DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY GANDI AND GANDI DOES NOT WARRANT THAT THE SERVICE OFFERED OR PROVIDED BY GANDI IS FREE OF BUGS, ERRORS, DEFECTS, VIRUSES OR DEFICIENCIES.

IN NO EVENT SHALL GANDI BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, EVEN IF GANDI HAS BEEN ADVISED BY CUSTOMER OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. IF GANDI'S SERVICE TO CUSTOMER IS DISRUPTED OR MALFUNCTIONS FOR ANY REASON, GANDI SHALL NOT BE RESPONSIBLE FOR LOSS OF INCOME DUE TO DISRUPTION OF SERVICE, BEYOND FEES PAID BY CUSTOMER TO GANDI FOR SERVICE, DURING THE PERIOD OF DISRUPTION OR MALFUNCTION. YOUR SOLE AND EXCLUSIVE REMEDY FOR DEFECTS IN THE SERVICE IS AS SET FORTH IN THIS SECTION. GANDI'S SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GANDI SHALL NOT BE LIABLE FOR ANY DAMAGES YOU OR ANY OTHER PERSON MAY SUFFER. NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT IN NO EVENT WILL GANDI BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND DAMAGES RELATED TO CORRUPTION OR DELETION OF GANDI'S SERVICE) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SERVICE (INCLUDING, BUT NOT LIMITED TO, INOPERABILITY OF GANDI'S SERVERS, UNAVAILABILITY OF GANDI'S CUSTOMER SERVICE TEAMS, OR INABILITY TO REGISTER OR RENEW A DOMAIN NAME), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF GANDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES BUT IS NOT LIMITED TO ANY LOSS THAT MAY OCCUR DUE TO THE FAILURE OF YOU OR YOUR AGENT TO PAY ANY FEES HEREUNDER, THE PROTECTION OR PRIVACY OF ELECTRONIC MAIL OR OTHER INFORMATION TRANSFERRED THROUGH THE INTERNET OR ANY OTHER NETWORK GANDI OR SERVICE ITS CUSTOMERS MAY UTILIZE, OR THE APPLICATION OF ANY POLICY SET FORTH HEREIN.

IN NO EVENT SHALL GANDI'S MAXIMUM LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO GANDI FOR THE SERVICE DURING THE PRIOR TWELVE MONTHS, OR \$500, WHICHEVER IS LESS. TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, GANDI'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

Section 14. Force Majeure.

Notwithstanding any other provision of this Agreement, neither party shall be held responsible for any loss, damage or delay suffered by the other party owing to any cause that is beyond the reasonable control of the defaulting party and cannot be attributed to negligence or willful nonperformance of its obligation. Such causes include, but are not limited to, wars, embargoes, riots, civil disturbances, acts of terrorism, fires, storms, floods, typhoons, earthquakes and other natural calamities, strikes and labor disputes, government acts and restrictions, failure of the public Internet (including Internet Service Providers and Internet accelerators) and other causes that cannot be overcome or prevented by due diligence. Either party wishing to invoke this Section shall give notice to the other party stating the relevant cause.

The defaulting party shall promptly resume performance of its obligations the moment such cause or causes cease to operate; provided, however, that if the condition continues for a period of more than seven (7) days, the party not claiming Force Majeure under this Section shall have the right to terminate this Agreement.

Section 15. Miscellaneous Provisions

No waiver of any provision in this Agreement shall be deemed a further or continuing waiver of such provision or any other provision. If any provision is found to be void, unlawful or unenforceable for any reason, that portion shall be deemed severable from these terms and shall not otherwise affect the validity and enforceability of any remaining provisions.

Gandi enters into this Agreement on its own behalf and on behalf of each of its worldwide affiliates. Accordingly, Gandi holds the benefit of and may enforce this Agreement on behalf of those affiliates.

Gandi may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement, or any part of this Agreement, to any other party. Any attempt by

you to do so is void.

Section 16. Applicable law; Jurisdiction; Venue

All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, or the rights and obligations of you or Gandi with respect your relationship, shall be governed by, and construed in accordance with, the substantive laws of the State of California, United States of America without regard to conflicts of law principles.

IN CASE OF DISPUTE, THE PARTIES IRREVOCABLY SUBMIT TO VENUE AND EXCLUSIVE PERSONAL JURISDICTION IN THE FEDERAL AND STATE COURTS IN THE STATE OF CALIFORNIA, FOR ANY DISPUTE ARISING OUT OF THIS AGREEMENT, AND WAIVE ALL OBJECTIONS TO JURISDICTION AND VENUE OF SUCH COURTS.

-- end of GandiMail Contract --

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