LEGAL NOTICE AND TERMS OF USE OF THE GANDI WEBSITE

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LEGAL NOTICE

The services offered on the website http://www.gandi.net are provided by the company Gandi International, a Limited Liability Company registered under Luxembourg law with a capital of €12.500 having its headquarters at 23A Route d'Arlon, L-8009 Strassen, Luxembourg, registered in the Luxembourg Trade and Companies Register under the number B173775, VAT number LU26141926, phone: +352 20 30 13 03, fax: +352 27 44 98 88 (hereafter designated as "Gandi Int").

The publisher and the hosting provider of this website is the company Gandi SAS (sister company of Gandi International), a Simplified Joint-Stock Company registered under French law with a capital of €300.000 having its headquarters at 63-65 boulevard Massena, Paris (75013), France, registered at the *Paris RCS* (French Trade Registry) under number 423 093 459, VAT number FR81423093459, telephone: +33.(1)70.37.76.61, fax: +33.(1)43.73.18.51 (hereafter designated as "Gandi SAS", or "us", or "our").

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The page www.gandi.net/contracts/ allow access to all the contracts relative to the services provided by Gandi Int and the professional guidelines that govern its activity, in particular as provider of domain name registration.

You can access the contracts that you have accepted at any time by logging in with your username and password on the following page: https://www.gandi.net/admin/contracts

TERMS OF USE FOR THE WEBSITE

By accessing the website http://www.gandi.net to either view information or use services provided by Gandi Int, you agree to abide by current applicable laws and to the following additional terms of use.

1. Intellectual property rights

All data on the website, including but not limited to, graphics, texts, and logos, is protected by intellectual property laws. Any reproduction, in part or in whole, of any content of the website is strictly forbidden. Such as, but not limited to, the logo, the "Gandi" brand name, and the "gandi.net" domain name, which all constitute registered trademarks of Gandi SAS, and which you may not use in any way without prior express permission of Gandi SAS.

You agree to not redistribute or reproduce public data available on the website or otherwise communicated as part of the use of services, unless such action is restricted to your own personal use and in accordance with the present terms of use and to the contractual obligations of the services concerned.

2. Use of the Whois database

The Whois database is made available to you as a means for consulting the personal and technical information pertaining to a registered domain name. This database is also protected by intellectual property rights. No rights other than having the permission to consult the database is granted to you.

Upon using the Whois database, you agree to use its data in a manner and means that are in accordance with current applicable laws and legislation, in order to register a domain name or view the registration status of an existing domain name.

In particular, you agree to not extract, collect or use the data in any way or means that will result in, process, allow, facilitate, or participate in the transmission via e-mail, telephone or fax of mass or multiple commercial and/or other unsolicited advertisement that does not abide by current applicable laws.

Any mass and/or automated inquiries made of the Whois database, as well as any failed or successful attempt to bypass the technical security measures in place, and any use, extraction, transfer, storage, reproduction or redistribution of our database or all or part of the data it contains, for any intent other than the viewing of this information, the registration or modification of a domain name, is strictly forbidden and may be grounds for criminal or civil prosecution.

The registries in charge of the management of domain names registered under each TLD reserve the right to restrict your access to the Whois database in order to guarantee the operational stability of the service. Gandi SAS may therefore temporarily restrict or suspend your access to the Whois database for this reason, as in the event of a breach in the aforementioned terms of use.

In addition, you agree that:

- Gandi SAS role is to provide access to this database, for which the purpose is to retrieve information on registered domain names,
- Gandi SAS does not have the means to verify a priori the content of the Whois database, which is shared throughout the world and gathers information from various parties. In particular, the Whois database access provided by Gandi SAS includes information pertaining to domain names registered by third parties (Registrars, Registries, resellers, etc.) over who Gandi SAS has no control, even if the content of the respective databases, shared worldwide, is accessible from the Whois on the Website, as well as from any other Whois portal,
- the information in the Whois is declarative and provided by third parties and Gandi SAS can not warranty their accuracy.
  Nonetheless:
  - each person registering a domain name must supply accurate, complete and up-to-date information for the entire duration of the registration of their domain name, both on themselves as well as for each of the contacts (administrative, technical and billing) associated with the domain name. Therefore, if the information associated with a domain name registered through our services seems to be incorrect, you must alert us to this fact through the free online interface, available at https://www.gandi.net/abuse/incorrect_whois. We will then alert the registered owner of the domain name that he must correct or update the information within fifteen (15) days. If we do not receive a reply, or if the reply is inadequate, or if the information is still incorrect or outdated after a fifteen (15)-day period, this shall constitute a basis for holding or deleting the domain name,
  - if information viewed concerns a domain name for which you are the owner or registered contact, it is your obligation to correct/update your information in the Whois via your online administration and management interface after logging in with your access codes. If this does not occur, you risk the deletion or suspension of your domain,
  - if Gandi SAS is not the Registrar of the domain name in question, we cannot modify the data associated with the registration of the domain name. In this case, you should contact the Registrar of the aforementioned domain name. The Registrar's name is presented in the Whois.

3. Personal information

The website http://www.gandi.net and the automated processing of personal information implemented by Gandi SAS have been registered with CNIL, in accordance with the French law of the 6th of January 1978 on data processing, data files and individual liberties.

The automated processing of personal information implemented by Gandi Int have been also registered with CNDP, in accordance with the modified law of the 2nd of August 2002 relative to the protection of persons with regard to the processing of personal data.

3.1. Data gathered during the use of the website

During the viewing or use of the present website, Gandi SAS records information about you that enables the website to perform the services offered, and generate user statistics, as described below.

Your web browser has a function called "cookies", that downloads a small text file on your computer when you visit the website. A cookie alone does not contain any information about you. It is a record of information relating to the navigation of your computer on the site (the pages that you have viewed, the date and time of the viewing, etc.). This information remains in your computer only for the time that you spend on the website. Cookies are not kept after you close your session.

The activation of this function is not necessary for visiting the website. Nonetheless, access to some services, notably all that require logging in (such as the administration and management interface, or your personal account) require the use of such "session cookies" in order to function. Therefore, if you do not activate this function, services that require logging in will not work correctly.

Notwithstanding the aforementioned statement, and in consideration of it, you may block the acceptance of "cookies" by simply configuring your browser accordingly.

In addition, during each visit to the website, we collect some personal data about you, notably your IP address, the date and time of your visit, your equipment specifications (operating system, browser...). This information is only stored on our server and used for statistical purposes, and is made anonymous.

We are highly concerned with the confidentiality of data collected during the visit to the website. Such information constitutes personal data that Gandi SAS undertakes, in accordance with the French law of the 6th of January 1978 on data processing, data files and individual liberties, to collect and deal fairly and lawfully.

3.2. Data collected during your subscription and use of services provided by Gandi Int

In the performance of its services, Gandi Int collects and records information on you, which constitutes personal information. This data is recorded in an in-house database, with the exception of information related to the payment of the services which is processed via secure websites belonging to the banking partners.

In addition, the technical and contact information pertaining to domain names, such as listed in the Terms and Conditions of Domain Name Registration, are made public. This information may be viewed by everyone, including third parties, via the Whois database, available on the website (http://www.gandi.net/whois), in addition to those of the Registrars, Registries, and any organization allowing public access to this tool throughout the entire world via the Internet, including in countries providing a lower protection level for personal information.

Gandi SAS only collects and records personal and/or contact information in order to provide its services. The data is specified at the time of its gathering, and is processed in accordance with the contractual terms and conditions relating to the various services for which they are gathered and processed. These contractual conditions also inform you of the existence and terms of exercising your right of access, modification and opposition relative to your personal data.

In accordance with the Luxembourg modified law of the 2nd of August 2002 relative to the protection of persons with regard to the processing of personal data, You have the right to access, modify and delete personal data pertaining to you, and the right to do so at any time, depending your case:

- via your administration and management interface: https://www.gandi.net/admin/domaine/modifier/contact, or
- by contacting gandi Int via the following form: https://www.gandi.net/faq/contact_support

4. Limitation of liability for the content of the website and forums

4.1. Content of the website

Information presented on the website, and notably the Whois database (http://www.gandi.net/whois), is provided for *as is*. Gandi SAS cannot guarantee the reliability, completeness, accuracy or update of the data provided, and the user selects, researches, and interprets the data at their own responsibility.

4.2. Gandi Forums

The forums, blogs, discussion groups such as the "Gandi Bar", can be accessed from the website, either directly or indirectly. Gandi SAS makes these available to its customers or anyone else who would like to obtain information or communicate with Gandi SAS and Gandi Int.

These discussion areas allow conversation on various subjects for which the discussion areas have been dedicated. You may post messages, whether or not you are a customer, under the condition that you adhere to, if applicable, the theme of the discussion and current applicable rules and laws, and particularly the rights of third parties.

All content that is published on forums is necessarily public, so that each person who has an internet connection can view them and publish their own content on the forums.

Gandi SAS can not in any case be held responsible for messages published on the forums, since Gandi SAS does not control the content of messages before they are published.

For these reasons, Gandi makes no warranties about the content exchanged or posted by the users of Gandi's forums. Each person talks on the forums on his own responsibility, in accordance with the laws and regulations in force in particular in France and Luxembourg.

You agree to respect the rights of third parties and accept that you are held fully liable to all content, including but not limited to, all information, data, text, software application, music, sound, image, photograph, graphic, drawing, video, goods, product, service, signs, signals, published writings or messages of any nature, published, transmitted, or made available to the public via the forums.

Additionally, you accept to adhere to the Code of Conduct of Groups, which may be viewed on the following page: http://groups.gandi.net/en/terms.

-end of legal notice and terms of use of the Gandi website -