

GANDI PREPAID ACCOUNT SPECIAL CONDITIONS

Version 1.1 of September 30, 2008

Gandi SAS is a simplified corporation capitalized at €37,000, whose registered office is located at 15 place de la Nation, Paris 75011, France, registered in the Paris Trade and Companies Register under the number 423093459, VAT n° FR81423093459, phone: +33.(1)43737851, fax: +33.(1)43731851, website: <http://www.gandi.net> ("Interface"), hereinafter referred to as "Gandi" or "We", or "Our", present its prepaid account solution to You (holder of a Gandi prepaid account: "You", "Your").

Section 1. Why a Gandi Prepaid account?

Gandi offers You the possibility of using its "Prepaid Account" solution. The Prepaid Account is associated to Your Gandi handle. You can credit Your Prepaid Account with funds that You may in turn use for Your purchases at Gandi. If You no longer need Your Prepaid Account or if You request the closing of Your Prepaid Account, You will be refunded the balance Your Prepaid Account (Section 6).

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

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

Our "Prepaid Account" solution is designed to allow You to:

- simplify Your payments and optimize the processing of Your orders: You no longer need to pay by credit card or check for each order that You want to place!
- centralize Your payments for all services ordered from Gandi, and to have a follow-up and tracking tool for payments, and to activate, if You wish, monthly billing for all of Your orders,
- make the payment of some of Your orders automatic, in particular by putting into place an automatic renewal option for some of Our services,
- put in place an alert that will inform You when the balance of Your prepaid account is below a threshold that You specify.

Section 2. Opening Your Gandi Prepaid Account

A Gandi Prepaid Account is attached to a Gandi Handle.

You may, however, associate Your Prepaid Account to a pre-existing Gandi handle if You are already a Gandi customer, or create one for free via Our Website.

A Gandi Prepaid Account can only be associated to one handle, and can only be used as part of Our contractual relations, after You have logged into Our Website via said handle and its associated password.

The identity and address that You have declared for Your handle are required to create and use Your Prepaid Account, and is what will appear on the invoices corresponding to the payments made via Your Prepaid Account, and receipts sent to you following the crediting of Your Prepaid Account.

Section 3. Crediting of Your Prepaid Account

3.1. Means of crediting

The crediting of Your Prepaid Account is made via Our Website, after You have identified Yourself (through Your handle and password) according to the means specified on Our Website, and notably by:

- credit card, via the secure website of Our bank partner (Your Prepaid Account will be immediately credited upon the acceptance of Your payment),
- a check payable in France, from an agency in France: You must write the transaction number of Your corresponding order on the back of the check so that we can identify the Account to credit, and thus validate the check,
- bank transfer: You must indicate the transaction number corresponding to Your order in the comments of Your transfer order, so that we can identify the Account to credit and thus validate the transfer.

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

3.2. Special conditions for payment by check and bank transfer

You explicitly agree and acknowledge that the crediting of a Prepaid Account cannot be performed by check or wire transfer for any amount under thirty (30) euros. You acknowledge and accept that checks and bank transfers less than this amount will not be taken into account by Our services.

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

It is Your obligation to ensure the appropriateness of these delays (taking into account the postal and/or bank delays) with regards to the degree of urgency of Your order. The crediting by credit card is the most rapid means of payment. Consequently, We recommend this means of payment if You must urgently pay for an order.

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

3.3. In the event of a problem with Your Payment

We will be unable to complete Your payment or credit Your Prepaid Account:

- if we receive a check or transfer without the necessary references (transaction number),
- in the case of a crediting of Your Prepaid Account by check or bank transfer for an amount less than thirty (30) euros.

All fees originating from such payments remain at Your expense and will be directly debited from Your Prepaid Account (notably postal fees for the returning of a check for example).

You specifically agree that, if the cashing of Your payment is rejected or cancelled:

- either Your prepaid account has enough credit for the regularization of this payment and We will directly debit the amount corresponding to the rejected or cancelled payment from Your Prepaid account, and We will Notify You of this,
- Or this regularization is not possible, and You will regularize this by another means, within the deadline that We will provide to You.

Otherwise, if no regularization occurs within the specified deadline, We will consider this as Your renunciation of Our services. Your order will be cancelled and the corresponding unpaid amount will be debited from Your Prepaid Account.

If from this act, services already supplied become unpaid, We will have grounds to deactivate Your handle and/or any or part of the services associated to the Prepaid Account in debit.

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

Section 4. Functioning of Your Gandhi Prepaid Account

Your Gandhi Prepaid Account is for the payment of orders that You have placed for Our services; it must have sufficient credit for allowing You to pay for Your orders.

You specifically agree that the advance and anticipated payments made to Your Prepaid Account will not produce any interest to Your profit, and that Gandhi will not be paid as compensation for the service thus made available to You, except by specific agreement beforehand to the contrary.

To use this solution, You only need to select the Gandhi Prepaid Account payment means on the corresponding page, at the end of each of Your orders. Our automatic renewal options also function with the Prepaid Account.

As soon as You choose to pay via Your Prepaid Account, You must identify Yourself on Our Website to confirm this payment during each order.

By choosing this solution, You authorize us to debit Your Prepaid Account for the amounts corresponding to Your orders, and You accept that any refunds that may occur from Gandhi, during the course of Your contract, will be made directly to Your Prepaid Account.

The debits made on Your Prepaid account will follow the chronological order of Your orders, whether these payments are scheduled in advance (automatic renewal) or one-time events (orders for additional options). In the event of automatic renewal, the debit is made the day before the expiration of the service.

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

As long as Your Prepaid Account is not sufficiently credited to allow for the complete payment of the services that You have ordered, the service(s) in question will remain **suspended** for a maximum delay of 60 days, until the Account has been sufficiently credited, or until You have cancelled the surplus orders.

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

In any event, You acknowledge and accept that any unpaid suspended order older than two (2) months will be automatically cancelled and You shall be considered to have abandoned the order. To benefit from the service, You must, if need be, proceed with a new order, providing that the service ordered is still available.

Section 5. Manage Your Gandhi Prepaid Account

Our Website allows You to consult, in real time, the total of Your Prepaid Account, as well as debits (and corresponding invoices) and credits (and corresponding receipts) to or from Your Prepaid Account.

In this way, You can manage Your Prepaid Account in an autonomous manner from Our secure Website, once You have identified Yourself (handle and password associated to Your Prepaid Account).

Our Website also allows You to manage the options of Your Prepaid Account. You may, for example:

- solicit the sending of an alert when the balance of Your Account is below an amount that You have specified, in such a way as to optimize the processing of Your orders from Our services, by assuring that You have sufficient credit to cover Your upcoming orders,
- put in place monthly invoicing for Your orders.

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

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

Section 6. Duration – Closure – Refunding

Your Gandhi Prepaid Account is open for a **duration of two (2) months**, renewable by tacit renewal for an identical period, under the condition that its associated handle exists, and that You are still the title holder, and unless denunciation by one of the parties by email or any other written means, no latter than 7 days before the expiration of the period underway.

Following the end of the two (2)-month period, You may thus decide if You wish to conserve Your Prepaid Account with Our service or not.

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

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

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

On the other hand, note that it is useless to close Your Account at the end of each of the services ordered, notably if You have the intention of ordering further services from Gandhi.

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

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

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

Section 7. Access codes – Security

The confidential password that You selected during the creation of Your Account, associated to Your handle, is strictly confidential and placed under Your sole responsibility.

You agree and accept that it is Your responsibility to take all necessary measures to assure that the confidentiality is preserved.

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

By default, any operation made using Your Access Codes (handle and password) is reputed to have been made under Your responsibility and with Your agreement. Gandi is not responsible for the utilization, made under Your sole responsibility, of Your Prepaid Account. You acknowledge that with regards to this matter, the data in Our operating systems is authentic within the framework of Our relations as well as claim.

Section 8. Personal information

All the payment operations made by credit card are made directly on the secure website of Our bank partner.

Personal information that You may be required to declare as part of the opening and usage of Your Prepaid Account, as We remind You on Our Website at the moment of its collection, are gathered and processed by Gandi in a ethical and legal manner, in conformity with law 78-17 of 6 January 1978.

The gathering and processing of data concerning You is necessary to the supplying of Our services, and is also used to meet our legal obligations of identification.

We commit ourselves:

- to only store this data for the time necessary to the supplying of the service, and to only collect and/or process data that is

necessary to the good functioning of this service and to meet our legal obligations, notably concerning Our obligation to be able to transmit all the necessary identification information to the competent authorities,

- to take all the precautions necessary to preserve the security of this data,
- to take all reasonable measures to protect Your personal data against loss; inappropriate use or access; unauthorized modification, use, or deletion; and to allow You to exercise Your right to access, correction and oppose the data,
- to not resell Your personal information. To uphold Your rights, during the entering of Your personal information, We select Your opposition by default to any transmission of Your data to third parties for commercial solicitation.

You have the right to access, modify, and oppose the information, which You may freely exercise via Our Interface after having identified Yourself via Your confidential Access Codes (handle and password), or by contacting Our services through the contact information present on Our Website.

Section 9 – General provisions

Our tolerance, if any, of a breach of contract on Your part, can not be considered as a waiver of our right to invoke such breach. In the event of any clause of the contract being declared void or non-enforceable by a competent court, it shall be declared unwritten, and other stipulations shall remain in force to their full extent.

In compliance with Article 1165 of the French 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 10- Applicable law – Jurisdiction

This contract is governed by French law. Where no amicable solution can be found, any dispute concerning the validity, interpretation or execution of this contract shall be referred exclusively to the French courts in the region of the registered office of Gandi (Paris).

The text of the French version of this contract shall govern in the event of a dispute of interpretation of the present Contract. You may find the French contract at the following address: <http://www.gandi.net/contracts>.

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