

Gandi SiteMaker Contract
GANDI solutions for the creation and shared hosting of websites

Version 1.1 of March 1st 2011

You acknowledge that the subscription and utilization of Our Gandi SiteMaker services implies the unconditional acceptance of and adherence to Gandi's General Service Condition, the special conditions of optional accessory services that You may have subscribed to, and the technical conditions and limitations of Our services, detailed on Our website <http://www.gandi.net/> and the present Gandi SiteMaker Contract (hereafter referred to as "Our Contracts" or the "Gandi SiteMaker Contract" or the "Present Contract").

For the Free Pack, "Our Contracts" designates among others, 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 that You also agree to respect within the framework of this service.

Our Contracts can be viewed at any time on Our website, and they will also be presented during any subscription to the Reseller and/or Large-portfolio customer Account, 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 Gandi SiteMaker Contract have the same definitions as provided in Gandi's General Service Conditions, unless specifically defined otherwise in the present Gandi SiteMaker Contract.

The present Gandi SiteMaker Contract determines the services provided by Gandi within the framework of its solutions for the creation and shared hosting of websites and the mutual obligations that are in effect depending on the options chosen, are a complement to Gandi's General Service Conditions of which the conditions take full effect unless specifically stated otherwise, within the present Gandi SiteMaker Contract.

Section 1. Description of the service

The present General Gandi SiteMaker Contract establishes the conditions under which Gandi may provide You with its technical, hardware, and software solutions ("SiteMaker Tools") that allow You, in an autonomous manner, to create, update, and publish one or several websites online, which will be hosted on Our shared servers, via a technical infrastructure that is permanently linked to the Internet, and that We also make available to You.

We can provide You with several different offers, presented in Section 4 and visible on Our website (the technical characteristics and prices of each), thereby allowing You to choose the one that best fits Your needs, specifically with regards to the tools that You may then freely choose to create Your website, as well as the disk space necessary to host it.

These technical conditions and rates are presented to You, among others, in an electronic format as an annex to these present General Conditions, so that You can accept them after gaining full knowledge of them, before the definitive conclusion of the Contract.

Section 2. Gandi's commitments

In addition to the contractual obligations that are

detailed in Our Contracts, and under the strict condition of Your contractual obligations and the technical conditions and limitations that are specific to each of Our Gandi SiteMaker offers, in its role as a technical intermediary providing hardware and software technical solutions, for the creation, layout and shared hosting of Your website, Gandi commits to:

- providing You with software tools that allow You to edit Your website, in an autonomous manner and under Your full responsibility, no matter which Gandi SiteMaker option chosen,
- not interfering with the organization, the choice of Content (as this term is defined in Gandi's General Service Conditions), or the editorial stand of Your website, which You fully control, as well as the tools that You choose to use or not use for this purpose, with the exception of the technical limitations that are imposed upon Our software tools, notably concerning the size or format of files, or the website's appearance (for example, maximum disk space corresponding to the subscribed offer, or maximum width of the web page),
- giving You full control of the organization, the choice of the Contents, and the editorial stand of Your Internet website, and their modifications,
- not inserting any advertisements on Your website, either for Gandi or any other third party, on the websites that You create, publish, and/or operate in

an autonomous manner, so that You have full control of all the Content that You choose to publish, to modify, or to cancel from Your websites,

- providing You with different disk space options, allowing You to choose the shared hosting solution that best fits Your needs,
- assuring the security of the data and Contents that We host on Our shared hosting servers, in application of the present Contract, against their loss, by putting in place internal technical backup solutions, only for the needs of the functioning of the service,
- making its best efforts to assure continued access to the service, in conformity with the respective technical characteristics and limitations of each of the services comprising of the Gandi SiteMaker offer,
- intervening rapidly in the event of a technical incident in order to re-establish the service, and as far as possible, within 6 hours of Gandi learning of the incident.

You acknowledge that Gandi's SiteMaker offer consists of providing You with software tools for the creation and hosting of websites via Our Service as mentioned in this Contract. Gandi may under no circumstance act on Your behalf with regards to the design or the creation of Your website, which remains Your creation, or the search engine optimization of Your website (how easily it is seen by search engines).

Section 3. Your specific obligations within the framework of the Gandi SiteMaker service

You acknowledge and accept that the obligations listed in Our Contracts that are incumbent upon You whatever the service subscribed to (and notably those that are listed in Section 3 of Gandi's General Service Conditions) remain fully in force within the framework of the Gandi SiteMaker service.

Consequently, You commit Yourself to choosing a service that corresponds to Your needs, or those of Your Administrators or Users, and to adhere to and assure the adherence of Your Administrators or Users to the technical specifications and limitations of Our services, to monitor the use of Our services (including Our tools and the choice of the address of Your website), in such a way and means that is legal and in conformity with Our Ethics and to identify Yourself to Our services.

Additionally, in accepting the present SiteMaker Contract, and in using Our Gandi SiteMaker, it is Your obligation to constantly assure that the specific obligations listed above are being respected.

3.1. 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*), in addition to Your legal obligation to identify Yourself, in accordance with current applicable French law.

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, in conformity with applicable French law, You must be clearly identifiable.

Within the framework of the Gandi SiteMaker service, We will provide You with the technical means necessary to allow You to satisfy the identification requirements as necessary in accordance with French law. You can provide this information via an online form that will inform You of the mandatory elements.

As an example, and according to the current applicable law, this information is the following:

- **if You are a physical person:** Your first, middle, and last name, home address, Your telephone number, and if You are bound to the registration obligations of the French company register, 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 the registration obligations of the French company register, 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, in accordance with French law,
- the name and address of Your hosting provider (Us). In the case of the Gandi SiteMaker service, Our address and telephone number appear by default as the hosting provider of Your Gandi SiteMaker website, in order to satisfy current French law.

This information will be published on Your website in order to allow third parties to identify You, unless You indicate that You will be using Your website 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, in accordance with applicable law, 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 website, 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 French 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 website.

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.

Section 3.2. Using Our services, Our Tools and Your Content under Your full responsibility and guarantee

You commit to using Our services, including Our Tools (*elements such as web page templates, programs, software, buttons, etc.*), in a way and for purposes that are strictly legal, in compliance with Our ethics, and in compliance with the standards and technical characteristics of Our Gandi SiteMaker service, and 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 SiteMaker 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 SiteMaker 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.
- any consequences of a failure to comply with the technical characteristics of Our the Gandi SiteMaker service that You subscribed to,
- the storage space that You choose from among Our offers, with full knowledge of and in usefulness with regards to Your needs, it being emphasized that this evaluation is exclusively incumbent upon You,
- for the implementation of relevant solutions for securing and/or limiting access, if applicable, to any or all of Your Content that You make available through Your Gandi SiteMaker websites,
- 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.

You shall indemnify and hold harmless Gandi of any and all consequences of the use of Our services once Gandi SiteMaker Account made available within this framework, it being stated that this obligation will survive the termination of this Contract.

You specifically guarantee Gandi against all and any action or claims from third parties regarding:

- Content installed, issued, published, transmitted, broadcast, or reproduced through Your website, in particular that which results from infringement of personality rights, an ownership right linked to a patent, a trademark, designs and models, copyright, respect of privacy, good moral standards, from the provisions of the French Penal Code, and/or to abuses or practices that are prejudicial to Internet

users, whether the said Content was installed by You or by a third party, including Administrators if the case may be,

- Tools provided to You by Gandi that You deliberately choose to use or not, in any way whatsoever, that are under Your sole responsibility.

3.3. Obligation of action by Gandi on the content of Your website

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 of Your websites, or pertaining to the web address associated to Your website, 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 French law,
- quickly act to put an end without delay to any illicit or prejudicial situation connected with the use made of Our Gandi SiteMaker 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.

Any lack of taking action in violation of the present Section 3.3 will be considered as a serious breach of Your contractual obligations and will be grounds for the suspension, deactivation, or termination of the Gandi SiteMaker service, and thus the deletion of Your website, without notice (see Section 12.2) 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 French 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 French law, We are obliged to act on Your behalf,
- any action taken by Gandi in Your place will be done technically, and not at the level of any particular content but rather at the level of the web site 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 French 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 France.

Section 4. Presentation of the various Gandi SiteMaker offers

Our website describes the Gandi SiteMaker offers, and the subscription and activation/deactivation process of the various options, their rates, and means of payment available. This Interface also lets You view the details of the technical, contractual, and price conditions applicable at the time of Your subscription for each of the services We provide, and to accept them prior to subscribing to any of the services.

Gandi offers several Gandi SiteMaker Packs, which are detailed on Our website. They are organized into two categories of Gandi SiteMaker offers: free, or for a subscription fee.

Free Pack: Gandi lets You test its Gandi SiteMaker services for Free, in allowing You to benefit from the Gandi SiteMaker free pack, with the condition that You have a Gandi handle (*either as the owner of one or more domain names, or as a Gandi Reseller*) and at least one domain name that is in its active period at Gandi, under this same Gandi handle (*to which will also be associated the Gandi SiteMaker service once subscribed and Your Gandi SiteMaker website, once created*).

This is an optional offer that is an accessory to the Terms and Conditions of Domain Name Registration at Gandi. When You subscribe to the free pack, You acknowledge that as a compliment to the present Contract, You remain bound and must permanently abide by the Terms and Conditions of Domain Name Registration at Gandi and the special conditions that

are applicable to the extension of Your domain name.

Note that This offer is technically more limited than the Packs which are provided for a fee. The free pack includes the same features, but the maximum number of web pages and the storage capacity is less than what is provided with the Packs that are fee-based, since this free offer is mainly intended to enable You to test the various features of Our SiteMaker service.

Fee-based packs:

The purchased subscription of a Gandi SiteMaker Pack is open to anyone, under the condition that You have a Gandi handle, which will then be associated to the Gandi SiteMaker Service subscribed to and Your Gandi SiteMaker website once created. The offers provided by Gandi within the framework of the fee-based packs allow You to choose from those that best correspond to Your needs in terms of storage space, which You alone are responsible for determining.

You can subscribe to a more complete offer (*upgrade from a free pack to a fee-based pack, or from a lower-fee pack to a higher-fee pack*), while keeping Your website and without any disruption in service.

Section 5. Prices - Payment

For services or options that are fee-based, You will pay for Your order in conformity with the rates and means applicable to the services chosen at the time of Your order, in accordance with the contractual process described in Gandi's General Service Conditions.

In accordance with Gandi's General Service Conditions, We will only be contractually bound and You can only benefit from the service ordered after the full payment has been validated.

Section 6. Activation of the service - right of cancellation

Activation of the service corresponds to the providing of the Gandi SiteMaker tools and the disk space that You have subscribed, and that is made available to You via Our interactive secured Interface, that You can access with Your Access Codes.

When the contractual process has ended, You will be notified by email at the address associated with Your Gandi handle used to subscribe to the Gandi SiteMaker service.

Free Pack: activation of the Gandi SiteMaker service is effective upon its subscription, since it is a free service that is offered as an accessory to another service that is subscribed to and paid for at Gandi. Once active, You will be able to use the Gandi

SiteMaker Free Pack services, in an autonomous way, via Our secure Interface, as long as You have an active domain name registered at Gandi that is renewed when due at Gandi, and which is under the same handle as Your SiteMaker account.

Fee-based packs: the activation of the Gandi SiteMaker service is preconditioned by the reception and validation of full payment of the ordered services within the framework of the Fee-based pack. Thus, as soon as the full payment is received and validated, You can start to use the Gandi SiteMaker services, in an autonomous way, via Our secure management Interface, via Your Access Codes.

As an example, and under the previously-stated conditions, the activation of the service usually occurs within an hour of when it was subscribed to on Our website.

Given what was previously mentioned, and in conformity with Gandi's General Service Conditions and French law, You (as You are defined as a consumer in French law), accept that the right of cancellation does not apply if the Gandi SiteMaker service is activated before the period of 7 calendar days as established in applicable French law.

Section 7. Your Gandi SiteMaker management interface

7.1. Your access codes and Administrator access to Your website

Your secure management and administration interface, to which You connect via Your Access Codes, allows You to access Our online tools and to manage the Gandi SiteMaker services (subscribed or to be subscribed to) and Your Gandi SiteMaker website in an autonomous manner.

You may therefore autonomously subscribe to or cancel the various services provided within the framework of the Gandi SiteMaker service, and specifically, increase the disk space that You would like to use, by subscribing to an offer that better meets Your needs, modify Your options, publish new content, change their layout, or delete them in whole or in part, make Your website visible or offline. You are therefore able to manage Your tools and Your website in an autonomous manner, immediately upon activation of the service.

In accordance with Our Contracts, and specifically Gandi's General Service Conditions, which You must strictly abide by due to Your subscription to the Gandi SiteMaker service and the acceptance of the present Contract, We remind You that Your personal Access

Codes are placed under Your sole and full responsibility.

If You would like to delegate the management of Your website to a third party, depending on the offer chosen, it is possible to create "administrator access" accounts, which give each person an individual password (designated together as "**Administrators**"), that allow them to make use of the same tools as You in order to make changes to Your website, in Your name, on Your behalf and under Your sole and full responsibility.

These administrators will not have, on the other hand, any knowledge of Your personal Access Codes and consequently will not have any access to Your secure management and administration interface.

They may therefore not intervene on the content of Your Gandi SiteMaker website or its layout.

You may therefore at any time create or delete one or more Administrator access accounts. This creation, like its deletion, are done in an autonomous manner, without Gandi's intervention, via Your secure interface with Your Access Codes.

You must be sure that the passwords chosen for Your Administrators have a high level of security (number and type of characters). You must notify each of Your Administrators that You have granted personal administration rights to Your Gandi SiteMaker website that his/her password is strictly confidential and is under his/her responsibility, and that he/she must take all necessary precautions to protect his/her password confidentiality and integrity, and also take all necessary measures to prevent the loss or theft of the password.

You specifically acknowledge and agree that each operation performed using Your Gandi SiteMaker Account (*same Gandi handle that is used to subscribe to the Gandi SiteMaker service*), and/or made by an Administrator, or if the case may be, by a Contact of Your domain name (Free Pack), is considered to have been performed under Your responsibility and with Your consent.

Please note that Gandi does not manage Administrator access accounts and passwords, which are under Your sole responsibility, and for which Gandi can not intervene, particularly in the event of the loss or theft of an Administrator account password.

Thus it is incumbent on You, and You alone, to take all necessary measures in this regards, and particularly to modify or remove Your Administrators' access in case of loss or or theft of the Access Codes associated to this account.

Finally, within the framework of the Free Pack, if You have delegated the functions of the administrative and technical contact of Your domain name to a third party, the administrative and technical contacts may intervene in this role, and in Your name, and on Your behalf and under Your responsibility within the framework of the Gandi SiteMaker service to which it is accessory.

As within the framework of the Terms and Conditions of Domain Name Registration at Gandi, and if You wish to alone, assure the functions of the contact, and therefore to manage alone the Gandi SiteMaker service, it is Your obligation to only indicate Your Gandi handle for all the contacts of Your domain name and not just as the owner contact. You cannot restrict the role of the contacts only within optional accessory services.

At any rate, You guarantee from the respect, by Your contacts, of Our Contracts, and French law, that You will be held accountable in the event of a violation by any of Your contacts, acting in their role and in Your name, and on Your behalf, and under Your full and sole responsibility.

7.2. Publishing and managing Your website online

Following the confirmation of the activation of the service, You are free to create, edit, change the layout, and publish Your Gandi SiteMaker website, by using the features made available to You for this purpose.

You therefore choose the moment to publish Your website and make it available to the public on the Internet, without needing Gandi to help. Indeed, Gandi does not exhibit any control *a priori* on Your website Content, layout, or editorial stand, such that You are in total control over it, in a way that is autonomous, and under Your sole responsibility, via Your management and administration interface via Your Access Codes.

Whatever the subscribed offer, Your Gandi SiteMaker website will first be accessible through a special "set-up address". You will then be able, via Your management and administration interface by connecting with Your Access codes, to associate the domain name of Your choice (*active domain name at Gandi within the Free Pack, or with the registrar of Your choice with regards to the Fee-based packs*), it being specified that it is up to You to assure the admissibility and the availability of the address and the Contents of Your website, such that they are in conformity to Our Contracts.

Additionally, via Your management and administration interface, via Your Access Codes, permanently delete Your Gandi SiteMaker website and thus delete all the

content hosted on Our servers.

On the other hand, given the composition and functioning of the Internet network, We can only guarantee the definitive deletion of the content of the contents of Your website on Our own servers.

It may be that Your website leaves traces on the Internet, for example, if it was referenced, cited, or copied onto other websites or blogs. These traces may persist even after the cancellation of the Gandi SiteMaker service, by Yourself or by Gandi, without Gandi being responsible with regards to this, as We have no technical control over this matter, and can therefore not be held accountable.

Article 8. Duration - Renewal

The Contract will take effect upon on the effective activation of the service, as defined above in Section 6.

8.1. Free Pack

The Contract is concluded for a indeterminate duration. You will benefit from the service as long as You are the owner or Reseller, with the same Gandi handle that was used to subscribe to the Gandi SiteMaker service, of at least one active domain name at Gandi, until the Expiration of the last of those domain names.

You can renew the usage of the Free Pack by simply renewing a domain name, or buying a new domain name at Gandi, under the same Gandi handle that was used to subscribe to the Gandi SiteMaker service.

You also can choose to subscribe, at any time, to one of the fee-based Gandi SiteMaker Packs, and thus improve the performance of Your website, without any disruption in service, to develop the website that You may have created as part of the free trial offer (*Free Pack*).

8.2. Fee-based Packs

The Contract is concluded for a determined monthly or yearly duration, that You choose when You initially subscribe or renew the service via Your management and administration interface by logging in with Your Access Codes.

You can transfer from a monthly offer to a yearly offer before the end of the period in progress, without any disruption of service. In this case, the yearly duration of the renewal will be added to the remaining monthly period.

The renewal is not automatic. It must be expressly requested by You via Your secure management and

administration web Interface, ordered and paid (payment received and validated) before the end of the period in progress.

We recommend that You take in to account the possible delays in the processing of the validation of Your payment (*in conformity with Gandi's General Service Conditions, as, for example the delay in processing a check, which must contain the specific reference of the order in order to allow Us to process it, in addition to the postal/bank delays*), in such a way as to choose the means of payment that will allow You to have the service in time, and without any service disruption if applicable.

Section 9. The end of the Contract and Your right of early cancellation

9.1. End of the Contract

The present Contract and the associated Gandi SiteMaker services associated to Your Gandi Account will end:

- in the framework of the Free Pack: upon the expiration date of the last domain name for which You are the owner or reseller at Gandi under the same Gandi handle as the one that was used to subscribe to the Gandi SiteMaker service and to which You have associated Your website.
- within the framework of the Fee-based pack: at the end of the period, if You do not renew the service or if Your payment was not received or validated within the necessary deadlines.

Whatever the subscribed offer, Your website will be deactivated (it will no longer be accessible to the public on the Internet) at the end of the Contract, and will accessible only to You, via a set-up address, except in the event of early termination as detailed below.

To allow You to reactivate it if necessary, We will keep it available for You sole use at an address that You will have access to for a duration of 15 days beginning from the end of the Contract for whatever the offer that has been subscribed to (Fee-based or Free Pack).

You will be able to decide or not to reactivate Your SiteMaker website at Gandi within described deadlines, either by associating it with another domain name that You own or that You manage as Gandi Reseller, or by subscribing a new offer. Failing this, at the end of this additional time limit that We grant to You, Your website will be definitively removed, and will be unable to be reactivated.

In addition, in any event, Your Gandi SiteMaker website cannot be transferred to, or restored at a

provider other than Gandi, with the appearance and layout that You have created and published with Our Gandi SiteMaker service. For technical reasons, only Your Content (raw data) can be made available. Additionally, it is incumbent upon You to take all necessary measures to recover this raw data within the time limit allowed for this purpose.

9.2. Your right to early cancellation

Free Pack: You can terminate the Contract at any time and at Your convenience, by logging into Your management and administration interface, via Your Access Codes, and from there removing all or part of Your Gandi SiteMaker website. This intervention will definitively remove all the Contents on Our servers. It is consequently incumbent upon You to backup Your Contents before carrying out such a termination.

Fee-based Pack: You can also decide to terminate the Contract early, by logging into Your management and administration interface via Your Access Codes, and by removing all or part of Your Gandi SiteMaker websites.

However, note that the early termination does not give right to any refund of the paid amounts, and You will remain charged, as cancellation compensation, the amounts paid until the term of the initial Contract duration (*except in the event of legitimate reason, in accordance with applicable French law*).

Note that You will then definitively remove all the Contents on Our servers. It is consequently incumbent upon You to backup Your Content before carrying out such a termination.

Also note that it is not necessary to terminate the Contract in order to make Your website inaccessible to public via the Internet. During the Contract, You can decide to switch Your website to be offline, or online, in an autonomous manner via Your secure management and administration Interface. Likewise, You can freely delete part or all of Your website's Content at any time, in an autonomous manner, without any action from Gandi (it being reminded that Our actions, on Your behalf and in Your place, are done technically at the level of Your Gandi SiteMaker website as a whole and not on any specific content).

9.3. Data backup at the end of the Contract

In case of termination, regardless the reason, or expiration of the subscribed service, Gandi deletes all the Content and data associated to Your Gandi SiteMaker website, whether or not it was published online.

It is consequently incumbent upon You to backup Your Contents (raw data) before expiration of the service or before choosing another provider, as well as on a regular basis during the course of the Contract at a location outside Gandi and using a service of Your choice.

At the end of the subscribed period, in order to let You to perform a late renewal, Your website is only deactivated. It will be removed 15 calendar days after expiration.

You may therefore be able to carry out a late renewal of the service within this maximum additional period, unless You have specifically canceled this service early by definitively deleting Your Gandi SiteMaker website via Your secure management and administration website by connecting with Your Access Codes.

Note however that Your Gandi SiteMaker website cannot be transferred to, or restored at another provider with the appearance and layout that You have created and published with Our Gandi SiteMaker service. For technical reasons, only Your Content (raw data) can be made available. Additionally, it is incumbent upon You to take all necessary measures to recover this raw data within the time limit allowed for this purpose.

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

This is because Your website may leave traces on the Internet, for example if it was referenced, cited, or copied by other Internet websites or blogs. These traces may persist even after the cancellation of the Gandi SiteMaker 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. Utilization of Our creation and layout tools

In the framework of the Gandi SiteMaker service, We make available to You, continually, on Our website, personal access to elements such as website page templates, programs, software, codes, buttons (hereafter referred to as "Tools").

These Tools allow You, throughout the duration of the Contract, to create, change the layout, update, and publish Your website all by Yourself, whether or not it is for a professional purpose, and this, no matter what Gandi SiteMaker option was chosen.

You acknowledge to have been informed of and accept that Gandi reserves the right, at any time, to remove, replace or modify whole or part of the Tools which are offered via its Interface, without disturbing the proper functioning of Your Gandi SiteMaker website.

You acknowledge and accept that Your right to use these tools within the framework of the Gandi SiteMaker service only grants You the right to use the aforementioned tools within the framework of this service and the offer subscribe to, and for the duration of the present Contract and terminates upon the end of the Contract for any reason whatsoever.

Thus, at the end of the service, You lose Your right to use the Gandi SiteMaker website-building Tools, and all rights on the Gandi SiteMaker website layout, in the form and format that was built with these Gandi SiteMaker Tools.

For technical reasons, the layout of Your website can not be separated from the Gandi SiteMaker Tools. Your SiteMaker website, built with these Tools, can run with the same appearance only in the framework of a Gandi SiteMaker offer.

During the additional delay that is granted to You (15 days), which is Notified to You at the end of the period, You will be able to recover Your Gandi SiteMaker website, by subscribing a new Gandi SiteMaker offer, or by renewing the previous offer.

On the other hand, note that the migration of Your website to another provider, which is possible at any time, will not allow You to keep the layout and form that was built with the Gandi SiteMaker Tools.

As indicated above, Your Gandi SiteMaker website cannot be transferred to, or restored at another provider, with the appearance that You have created and published with Our Gandi SiteMaker services.

Only Your Content (raw data) can be made available, with no layout (loss of design, flash elements, forums, etc.).

Section 11. Technical interventions 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 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 Gandi SiteMaker website, 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 Our service.

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 will not be able to give You prior notice in the case where the service interruption is due to an external reason (in particular, one that would be inherent to Internet itself) or if it's explicitly requested by a competent authority or a third party, within the framework of a notification in conformity with French law (see section 12.2 below).

Section 12. Termination by Gandi

12.1. Suspension/cancellation 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.

12.2. Suspension/cancellation without notice

12.2.1. In case of a serious breach of Contract

You acknowledge and accept that, within the context of the Gandi SiteMaker 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 Gandi SiteMaker service, directly or indirectly (this includes the making of any content available on Your website) in violation of the obligations that are incumbent on You in application of Gandi's General Service Conditions, and if applicable in the case of the Free Pack, 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 website, in application of Section 3.3 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 Gandi SiteMaker 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 Gandi SiteMaker service and consequently Your website and/or Your Gandi Account,
- You cannot claim any indemnity or refund from Gandi due to this, other than Your sentencing in application of French law and Our Contracts.

12.2.2. In the event of a legal obligation

You accept that, in conformity with the laws and regulations in France 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 Gandi SiteMaker website 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 domain name registrar, 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 French law concerning all or part of Your website or its Contents, within the framework of the Gandi SiteMaker service,
- 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 12, cancellation by Gandi 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 12, and that You shall not be entitled to claim any refund or indemnification no matter the contractual period underway when the

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 French laws.

Section 13. Exclusions and limits of Gandi's liability

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

- due to any technical problem, or problem with accessibility or the functioning of Your Gandi SiteMaker website related to the applications or content that You make available and to any consequence or perturbation of the service due to that fact,
- difficulties in accessing Your website, 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 to each of Our offers,
- 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,
- any direct or indirect intrusion by a third party to Your website (attack, hacking, defacing, etc.) despite Our best efforts to assure its security,
- due to the content not being permanently deleted from Your website outside Our own servers, since Your website, like every site on the Internet, leaves traces on the web (for example if the site was referenced, cited, or copied on other websites), including after the cancellation of the Gandi SiteMaker website, 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 Gandi SiteMaker 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 Gandi SiteMaker service implies:

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

Likewise, We can only guarantee the quality of the Gandi SiteMaker 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 Gandi SiteMaker 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 14. Reselling Our services

You are authorized to resell Our Gandi SiteMaker services as long as You respect all Our Contracts, all legislation in force, specifically of France, and as long as You ensure that Your customers also respect the legislation in force and the rights of third parties.

Specifically, You acknowledge to have been informed that as a reseller of Our services, You engage in the activity of providing web hosting, and are therefore by this fact bound to respect current applicable local laws that specifically apply to this status, notably the legal obligation of identification of Your customers and the intervention in events as set forth in applicable French law.

Specifically, You acknowledge and accept that it is Your personal responsibility to:

- monitor, and maintain, during the total legal specified duration, data that enables the identification of Your customers, as soon as they contribute to the creation of all or part of the Content that is made available via Your Gandi SiteMaker Reseller Account, and guarantee Gandi to this effect,
- promptly intervene upon the reception of a notification that is in conformity to French law.

By default, You will be considered as liable, both to Gandi and third parties, with regards to any non-compliance with these points and their consequences.

By reselling Our services, You agree to offer Your clients the same level of service quality as provided by Gandi, and to respect the same ethical standards in this context.

In this respect, You agree to pass on to Your own clients at least the obligations stated in this Contract and, more particularly, You agree to ensure that Your clients respect all the obligations stated in this Contract, as well as the applicable French laws.

Additionally, You agree to pass on all the obligations and responsibilities stated in this Contract to Your own clients and/or third parties, in addition to (if the case may be) those incumbent to editors (if You make space on Your own website available using Our Gandi SiteMaker solutions), in application of current local laws, notably those of France.

In particular, You engage and guarantee that You will be able to communicate to Us, without delay and upon first request, if relevant, in accordance with the laws in force, the data necessary to identify Your final customers, with whom Gandi has no link. Failing this, You will be considered as responsible of this failure, and You will be identified for third parties as the editor of all websites created through the reselling of Our services.

You agree to act in a way which ensures that Gandi is never bothered due to Your activities and/or Your use of Our services, whether professional or not, including as a Reseller.

You explicitly agree to defend and hold harmless Gandi to any prejudice or any sentence that should result, either directly or indirectly, from Your activities and Your use of Our services, or the use of Our services by third parties through Your intermediary, including Your customers, it being stated that this obligation shall survive the termination of the Contract.

You agree to insure Your activity in order to cover all damage that it may incur, and to be able to effectively guarantee Your commitments with regards to Gandi.

Section 15. 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 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 16. Applicable law - jurisdiction

This Contract is governed by French 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. You may find the French Contract at the following address:

<http://www.gandi.net/contrats>.

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

You acknowledge to have been informed of and to have explicitly accepted that where no amicable resolution can be found, in accordance with the texts that are applicable to Us, and unless there is a provision to the contrary, any dispute regarding the interpretation or execution of any of Our Contracts may be brought before the competent jurisdiction in which Gandi is established for the service provided, and therefore, with regards to the present Contract, the location of the headquarters of Gandi SAS (Paris).

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 Gandi SiteMaker Contract-

The present Contract is covered by copyright. Reproduction is forbidden