

## **Phone advisory service contract**

Version 2020.1

The present agreement is concluded between, on the one hand, Gandi, a Simplified Joint Stock Company with a capital of €2,300,000, having its registered office at 63-65 boulevard Masséna in Paris (75013) France, registered under the number 423093459 in the Paris Trade and Companies Register (RCS), VAT # FR81423093459 (hereinafter referred as "Gandi", "We", "Our", or "Our") and, on the other hand, any legal entity or individual acting in their own name via their Gandi User Account (hereinafter referred as the "Customer", "You", "Your", or "Yours").

### **Article 1. Contractual framework**

This service is reserved for Gandi customers only. The present conditions applicable to the Service (hereafter the "Agreement") are concluded in application of the General Terms and Conditions of Service and are complementary to the General Terms and Conditions of Service.

The terms used in this Agreement that begin with a capital letter have the meaning given to them in the General Terms and Conditions of Service, unless specifically defined in this Agreement.

In the event of contradictions or difficulties of interpretation between this Agreement and the General Terms and Conditions of Service, the provisions of the Agreement shall prevail.

This version of the Agreement supersedes any versions previously accepted by You.

### **Article 2. Subject**

The Agreement determines the terms and conditions according to which Gandi provides You with a telephone support service with a qualified Gandi agent in order to accompany You in the management of Your domain name portfolio, as well as the additional online services offered by Gandi (the "Service").

### **Article 3. Description of the Service**

**3.1.** The Service is a one-time phone call with a qualified Gandi agent, scheduled at a pre-agreed time, for a maximum duration of 45 minutes, according to the modalities selected by the Customer through the online form.

**3.2.** The phone call may focus on one or more predefined topics and described on Gandi's Website. These main topics are related to the management of the domain names portfolio and associated services as listed on the online form.

The theme can also be freely chosen by the Customer. It will then be evaluated by Gandi's teams in order to ensure the appropriateness of any response that may be provided. If it does not seem possible to provide an appropriate response, the Customer will be refunded to its Gandi Prepaid Account.

If the Customer raises one or more issues leading to the duration of the phone call to be exceeded, Gandi reserves the right to ask the Customer to schedule another call and to pay for the Service again.

**3.3.** If during the phone call, the Customer exclusively addresses a topic that is different from the topic initially selected via the form, Gandi's agent will indicate whether or not it is able to answer. If Gandi's agent is unable to provide You with an answer, You will be asked to end the call and You will be refunded directly to its Gandi Prepaid Account.

**3.4.** The Service differs from customer service insofar as the purpose is not to provide technical support for an existing problem. Under no circumstances does the Service constitute a legal advice service.

### **Article 4. Gandi's obligations**

Gandi undertakes to:

- Contact You within 72 hours following the Service subscription in order to set a date for a phone call of 45 minutes maximum;
- Call You at the phone number You provided at the agreed time.

Gandi is bound by an obligation to provide advice, and as such Gandi will do everything possible to provide an appropriate response to Your request. This is in no way an obligation of result.

### **Article 5. Obligation of the Customer and right of withdrawal**

You undertake to precisely define the subject of Your call in the case You choose a topic different from the predefined topics, and to specify Your request in other cases.

You agree to make an appointment with Gandi's agent and to be available for the call at the agreed time.

If You don't answer the call, a new appointment will be agreed. In the event of a new failure, You will be automatically refunded to Your Gandi Prepaid Account.

The Service is without obligation to purchase other Gandi services, neither beforehand nor afterwards.

In accordance with Article L228-18 of the French Consumer Code, the Customer qualified as "consumer" has a right of withdrawal. The Customer may freely exercise this right at any time prior to the effective date of the call as agreed by sending a simple e-mail to [sme@support.gandi.net](mailto:sme@support.gandi.net).

On the other hand, insofar as the telephone appointment is made before 14 days have elapsed from the date of the order, the Customer hereby expressly waives its right of withdrawal on the agreed date of the call, in accordance with article L228-28, 1° of the Consumer Code.

#### **Article 6. Prices**

The cost of the Service is communicated to You on Our Website before subscription.

In any event, except as provided for in Article 3.3 of the Agreement, no reimbursement may be made once the call starts, regardless of the outcome of the call.

#### **Article 7. Duration of the Agreement**

This Agreement comes into force as of the subscription of the Service and is concluded for the duration of the Service, without tacit renewal.

#### **Article 8. Exclusion and limitation of Gandhi's liability**

In addition to the exclusions and limitations of Gandhi's liability set forth in the General Terms and Conditions of Service, Gandhi cannot be held liable for the result of the call or for the choices made by the Customer following this call.

#### **Article 9. Miscellaneous provisions**

The fact that one of the Parties does not exercise any of its rights provided for in the Agreement or does not claim a breach of any of its contractual obligations shall not be considered as a waiver of the exercise of the aforementioned rights or of the obligation in question.

If one or more provisions of the Agreement are held to be invalid or declared as such by a court decision that has become final, the other provisions shall retain their force and scope.

This Agreement is available in French and in English. Both language versions are considered to be equally authentic. In the event of any discrepancy between the two aforementioned versions, the French version shall prevail in determining the spirit, intent, and meaning of this Agreement.

#### **Article 10. Applicable law - Dispute resolution**

**10.1.** The Agreement is governed by French law.

**10.2.** Prior to any litigation, the Parties shall seek, in good faith, to amicably settle their disputes relating to the validity, interpretation, performance or non-performance, interruption, termination or denunciation of the Agreement.

**10.3.** Failing amicable resolution, any dispute concerning the validity, interpretation or execution of this Agreement shall be brought before the competent court of Paris.