

DATA PROCESSING AGREEMENT

Version 2023.0

The present contract (the "Contract") is entered into between Gandi (as identified in the general terms of service, hereinafter referred to as "Gandi" or the "Subcontractor") and any legal or natural person, acting on its own behalf or on behalf and for the account of an Organization, processing personal data (hereinafter referred to as the "Client" or the "Data Controller").

PREAMBLE:

The regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th, 2016 (hereinafter "GDPR") imposes additional contractual clauses to be added to contracts concluded between the Parties.

As part of Gandi's contracts and in the course of their execution, Gandi may process personal data on behalf of its clients and based on their instructions.

This Data Processing Agreement (hereinafter referred to as "DPA") complements Gandi's general terms of service and, where applicable, the following contracts:

- The Mail service contract;
- The hosting services contracts;
- The reseller contract.

Although Gandi's contracts and this DPA are complementary, in the event of a conflict between Gandi's contracts and this DPA regarding the processing of personal data, this DPA shall prevail.

The capitalized terms used in this DPA have the meaning given to them in Gandi's contracts, its Privacy Policy, or the GDPR, particularly Article 4.

Any reference to the notion of "Data" in this DPA should be understood as any personal data that the Subcontractor processes on behalf of the Data Controller in the course of their contractual relationship.

Both parties undertake to comply with all applicable laws and regulations regarding the protection of personal data, particularly the GDPR and any law supplementing or implementing said regulation.

This version of the DPA replaces all previously accepted versions.

Article 1 - Purpose

The purpose of this DPA is to define the conditions under which Gandi, as a Processor, processes personal data on behalf of the Data Controller in the context of, and throughout their contractual relationship until the termination of the associated services, unless otherwise provided by applicable law.

Article 2 - Quality of the Parties

2.1. Quality of Gandi

As part of the provision of services referred to in Article 3 herein, Gandi acts as a Processor within the meaning of Article 28 of the GDPR.

2.2. Quality of the Client

2.2.1. If the Client is a Data Controller

If the Client uses Gandi's services to process data for its own purposes, it has the quality of Data Controller.

2.2.2. If the Client is itself a Processor

If the Client is the Processor of a third party and uses Gandi's services as a subsequent Processor, it nevertheless retains the quality of Data Controller vis-à-vis Gandi.

As such, the Client declares that it has obtained any necessary authorizations from its principal in accordance with Article 28 of the GDPR, and will give Gandi only instructions that comply with those of its principal.

Article 3 – Description of the processing carried out by the Processor

3.1. Mail Services

Nature and purpose of processing

Storage and transmission of information, including personal data, for the purpose of providing a mail service to the Data Controller's end users as part of the Mail Service.

Types of personal data that may be processed

- Email addresses of end users and their correspondents
- Names and surnames associated with email addresses where applicable
- IP addresses of correspondents
- Any type of data that may be exchanged by email between correspondents

Categories of data subjects

The Data Controller's end users and their correspondents

Data transfers

The data is stored exclusively in France and no further transfers are made.

3.2. Hosting Services

Nature and purpose of processing

Personal data provided by the Data Controller to the Processor is hosted or transferred according to the Data Controller's technical instructions, for the purpose of providing the service in accordance with the provisions of the applicable Service Contract.

Types of personal data processed

- Data of the persons benefiting from the service(s) provided by the Data Controller or;
- Data provided by end users of the services via the Data Controller.

Categories of data subjects

Any person whose Personal data is collected and provided to the Processor by the Data Controller or through the latter.

Data transfers

The Data is stored and processed on the server chosen (France or Luxembourg) by the Data Controller upon ordering and no further transfers are made.

3.3. Domain Name Registration for Resellers

Nature and purpose of processing

Personal data provided to the Processor by the Data Controller is processed so that Gandi can provide domain name registration services to the Data Controller's customers.

Types of personal data

Personal data relating to individuals required by the relevant Third parties involved in the domain name registration process, as defined in the applicable domain name registration contracts.

Categories of data subjects

The Data Controller's customers, domain name registrants, and their Domain Contacts.

Data transfers

Domain Contact data is transferred to third-party providers (registries or providers in charge of the relevant Extension, or technical intermediaries) that may be located in countries that do not provide a level of data protection recognized as adequate by the European Commission, in accordance with the contracts relating to the relevant extensions and as specified below in Article 4.4.

These transfers are governed by DPAs, Standard Contractual Clauses, or the provisions of Article 49(1)(b) of the GDPR.

Article 4 - Processor's Obligations

The Processor must:

- 4.1.** Process the Personal Data solely for the purpose of providing the Service in accordance with the Processor's applicable contracts and this DPA.
- 4.2.** Process the Personal Data in accordance with the written and technical instructions of the Controller.
- 4.3.** Immediately inform the Controller if Gandi becomes aware that the instructions or the purpose of the processing of the Controller's Personal Data violates the GDPR or any other regulations of the European Union or its Member States in relation to the protection of Personal Data.
- 4.4.** Inform the Controller of any transfer of Personal Data to third countries or international organizations. The Controller acknowledges that this information is available in the Processor's applicable contracts and accepts these transfers by signing said contracts.

The Processor agrees to cooperate with the Controller to ensure:

- Compliance with procedures to comply with Personal Data protection regulations, for example, when authorization from the competent Supervisory Authority is required;
 - If necessary, the conclusion of one or more contracts to frame cross-border flows of Personal Data. The Processor undertakes, in particular, if necessary, to sign such contracts with the Controller and/or to obtain, to the extent possible, the conclusion of such contracts by its subsequent Processors.
- 4.5.** Ensure the confidentiality of Personal Data during their processing in the context of the Processor's contracts by ensuring that authorized persons who have access to Personal Data:
 - Are legally bound by contractual clauses to ensure the confidentiality of Personal Data.
 - Receive the necessary training in Personal Data protection.

- 4.6.** Assist the Controller in implementing appropriate technical and organizational measures, taking into account the nature of the Processing, to enable the Controller to fulfill its obligation to respond to requests to exercise the rights of the data subjects.

- 4.7.** Transmit to the Controller the requests received and comply with the Controller's requests emanating from data subjects to the extent that this is technically possible.

- 4.8.** Notify the Controller as soon as possible after becoming aware of a Personal Data breach and take all necessary measures to put an end to the breach.

- 4.9.** Provide as much information as possible for the Controller to mitigate the effects of the breach and take appropriate measures.

- 4.10.** Assist the Controller in ensuring compliance with the obligations arising from Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to the Processor.

4.11. Implement appropriate technical and organizational measures to ensure an appropriate level of security for the risk, in particular:

- The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- The ability to quickly restore the availability and access to Personal Data in the event of a physical or technical incident, taking into account the nature of the processing and the information available to the Processor;
- The Processor agrees to rent closed rooms in data centers to which only its authorized employees have access, with the following certification:
 - France: certified SSAE16 / ISAE3402 SOC-1 type II, ISO 27001, PCI-DSS, FACT, ISO 9001-2008 and ISO 50001.
 - Luxembourg: certified Tier IV

. Network security

The Processor uses intrusion detection solutions as well as anti-DDOS¹ remedial measures.

. Software security

The Processor uses virtualization technologies to isolate the hosting services of the Controller from those of other Controllers.

The Processor uses ACLs² to separate the account of a Controller and that of its clients from other Controllers.

The Processor's security teams actively monitor its infrastructure and the software they use.

This security clause shall not be construed as being contradictory to the security obligation incumbent on the Controller with respect to contracts concluded with the Processor.

4.12. Keep a record of all categories of processing activities carried out on behalf of the Data Controller. It includes:

- The contact details of the Data Controller and, to the extent provided by the Data Controller to the Processor, the contact details of its representative and DPO;
- The categories of processing carried out on behalf of the Data Controller;
- Where applicable, transfers of personal data to a third country or an international organization, including the identification of that third country or international organization;
- If possible, a general description of the technical and organizational security measures.

4.13. Make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller, in accordance with the conditions set out in Article 7.2. of these terms.

4.14. Destruction of personal data

At the end of the provision of services related to the processing of personal data, the Processor undertakes to:

- Where the Service Contract provides for it, send the personal data to the Data Controller or, at the request of the Data Controller, to the new Processor,
- Destroy all personal data processed after termination of the service in accordance with the terms described in the applicable service contract, unless otherwise required by applicable laws and/or accreditation rules requiring the Processor to retain a copy.

Article 5 – Authorization to Sub-processing by the Processor and recipients of Data

5.1. General provisions

The Controller hereby expressly authorizes the Processor to engage sub-Processors to carry out the services subscribed by the Controller or to provide certain services on its behalf. The Processor shall inform the Controller, in writing beforehand, of any intended changes concerning the addition or replacement of other sub-Processors. This information must indicate which processing activities are being subcontracted out, the name and contact details of the sub-Processor.

The Controller has fifteen (15) working days from the date on which it receives said information to object thereto. The Controller acknowledges that should it object to any change of sub-Processors, it has to transfer to another provider the Services and related Personal Data that may be affected by said change.

The sub-Processor is obliged to comply with the obligations laid down in this DPA on behalf of and on instructions from the Controller through the Processor.

It is the initial Processor's responsibility to ensure that the sub-Processors provide the same sufficient guarantees to implement appropriate technical and organizational measures in such a manner that processing meets the requirements of the GDPR. Where the sub-Processor fails to fulfill its data protection obligations, the initial Processor remains fully liable with regard to the Controller for the sub-Processor's performance of its obligations.

In the scope of providing services to the Controller, the Processor is authorized to engage, when required, the Processor's sister Company "Gandi SAS" located in France, *inter alia*.

5.2. Hosting services

Depending on the Gandi entity with which the Client has subscribed to the hosting service, and the location of the data selected when ordering, the Client expressly authorizes Gandi to use, if necessary, the company "Gandi International SARL" located in Luxembourg or "Gandi SAS" located in France to provide the service.

5.3. Domain name registration

The Controller acknowledges that the Processor's Sub-Processor Gandi SAS is authorized to engage sub-Processors listed in Appendix 1 attached hereto in order to provide Domain Name Registration Services to the Controller. The Controller acknowledges and accepts that such sub-Processors may be based out of the European Union.

1 Distributed Denial Of Service attack
2 Access Control List

5.4. Recipients of Personal Data in the scope of Domain Name Registration.

The Data Controller acknowledges and accepts that, as indicated in the Processor's contracts, the applicable rules regarding the registration and management of domain names are defined by the regulatory authorities and the registries in charge of each top-level domain (the "Recipients").

The contracts binding the Processor to these Recipients are adhesion contracts for all registrars or their resellers, with their obligations being transferred to them.

As a Registrar, the Sub-Processor must provide the Recipients with the personal data of the data subject in order to provide the service. These Recipients may include:

- ICANN (International Corporation for Assigned Names and Numbers), established outside the EU;
- Our Data escrow agent;
- Registries, which may be located outside the EU.

Article 6 – Controller's obligations

6.1. General provisions

The Controller shall not provide and shall not give access to the Processor to Personal Data that does not meet the minimization requirements and other general guidelines of the GDPR.

6.2. Information of Data Subjects

The Controller is solely responsible for providing the legally required information to Data Subjects pursuant to GDPR at the time of collecting Personal Data.

Data Subjects shall be aware that the Processor, as well as sub-Processors when applicable, are acting as Processors on behalf of the Controller.

6.3. Rights of Data Subjects

The Controller is solely responsible for responding to requests for exercising the Data Subject's rights. The Processor shall assist the Controller as far as possible pursuant to Article 4.6 above. The Processor cannot be held liable should it fails to forward a Data Subject's request to the Controller, for not being able to identify the link between the Data Subject and the Controller.

6.4 Notification of a personal data breach to the Supervisory Authority

It is solely the Controller's responsibility to notify its Supervisory Authority when legally required, with help from the Processor pursuant to Article 4.7 above.

6.5 Back up of Personal Data

Pursuant to the Processor's Contracts, the Controller must implement regular back up of its data (including Personal Data) that it provides to the Processor during the duration of the Contracts.

Upon termination of a contract or service, the Processor deletes Personal Data provided by the Controller as described in clause 4.12. Prior to said deletion of data, the Controller may, if it so elects, make a copy of such Personal Data. The Controller clears the Processor of any liability in case the Processor deletes data upon termination of a contract and the Controller has not made a copy beforehand.

Article 7. Controller's right to information and to audit

7.1 Right to information

The Processor makes available to the Controller all information necessary to demonstrate compliance with obligations laid down in Article 28 GDPR. Apart from the Processor's on-line resources available on its website (<https://www.gandi.net>), the Controller may contact the Processor's DPO (*cf. infra*) or its privacy team (privacy@support.gandi.net) to ask any question pertaining to the Processor's processing activities.

7.2 Right to Audit

The Processor allows for and contributes to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

The Controller may only audit the Processor's processing of Personal Data after first reaching out to its DPO:

- in case of a data breach is suspected on the Processor's part;
- when it has reasonable reasons to suspect that the Processor may not fulfill its obligations under this agreement;
- if an audit is required by the Controller's Data Protection Authority;

The Controller may only audit the Processor once every 12 months during business hours and for a maximum duration of 3 working days. The Controller shall give the Processor a written notice at least 21 calendar days before the audit specifying the auditor identity, the audit's scope and methodology. The 21 days written notice may be reduced with dully motivated reasons.

The Processor can not refuse without legitimate reason the persons designated to carry out the audit. In case of refusal, the Processor must notify it within eight calendar days following the notification made by the Controller. The audit terms must be agreed by the Processor in writing before the performance of such audit.

The audit shall not disturb the normal activity of the Processor.

In the case of justified need to access the premises of the Processor for audit purposes, all access to the necessary information will be made by the Processor following the instructions of the auditor. In the event of a server-level audit, audits will not require the installation or execution of programs or scripts, and will be limited to the servers where the Controller's data are hosted.

The audit report shall be sent to the Processor free of charge by the auditor so that the Processor may, within ten (10) working days from the date of the communication, make any observations or objections by registered letter with acknowledgment of receipt addressed to the auditor and the Controller. This audit report will be deemed as confidential information.

The Controller shall bear the cost of the audit as well as any reasonable and justified cost incurred by the Processor because of the audit.

The Processor reserves the right to authorize an audit only after the Controller and its auditor if applicable sign a non-disclosure agreement. Such agreement shall not prevent the Controller from fulfilling its legal obligations with regards to Personal Data laws and towards its Personal Data Authority.

7.3. Processor's Data Protection Officer (DPO):

The Controller may contact the Processor's DPO for any question or inquiry regarding the Processor's processing activity, by using any of the contact details below:

Data Protection Officer – Gandi SAS
63-65 Boulevard Masséna
75013 Paris, France
Email : « dpo@gandi.net »

APPENDIX 1 – LIST OF SUB-PROCESSORS FOR DOMAIN NAME REGISTRATION

In order to provide domain name registration services, the Processor is expressly allowed to use the following sub-processors, as needed.

Company	Address	Country	Email	Concerned extensions
Hexonet GmbH	Talstraße 27, 66424 Homburg	Germany	help@hexonet.support	.af, .am, .at, .cat, .cx, .cz, .de, .dk, .es, .gr, .gs, .gy, .hk, .香港 (.xn--j6w193g), .hn, .ht, .im, .it, .jp, .ki, .lt, .lv, .mg, .ms, .mu, .n f, .no, .nu, .nz, .pe, .ph, .pl, .pt, .ro, .ru, .pφ (.xn--p1ai), .sb, .se, .tl, .au, .si, .su, .ua
Domgate	132 avenue de la libération 06130 Grasse	France	contact@domgate.com	.ae, .ba, .bh, .cy, .eg, .ee, .ge, .hr, .id, .md, .mk, .my, .sm, .sr, .tz, .rs, .ma, .iq, .gh, .al, .et, .om, .by, .ng, .il, .kz, .kr, .mr, .ps, .sn, .t o, .th, .vn, .lk, .az, .bb, .bd, .bt, .bw, .dm, .gi, .gm, .ir, .kg, .kh, .lr, .ly, .mv, .pk, .qa, .sd, .ss, .tr, .tz, .uz, .бел (.xn—90ais), .na, .sa, .mm, .cv
Ascio	Orestads Blvd 108, 2300 Copenhagen	Denmark	sales@ascio.com	.cd, .vu, .信息 (.xn--vuq861b), .网址 (.xn--ses554g), .公司 (.xn--55qx5d), .网络 (.xn--io0a7i), .autos, .motorcycles, .lotto
Afri Register	157 chaussée Prince Louis Rwagasore, Bujumbura	Burundi	team@afriregister.com	.bi, .mz, .ci, .ke, .td, .rw, .mw, .ne, .ug
Latin TLD	El aroma 7324, Vitacura, 7640856 Santiago de Chile	Chili	info@latintld.com	.ar, .bm, .bo, .br, .bs, .cl, .cr, .cu, .do, .ec, .gt, .jm, .kn, .ni, .pa, .py, .sv, .tt, .uy, .ve, .vi
ELB	Espace Tunis, Bloc C App 4-1, Tunis	Tunisia	hamdi@elb.tn	.tn
23 VNet	Victor Hugo u 18, 1132 Budapest	Hungary	info@hostit.hu	.hu
HKDNR	Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong	Hong Kong	enquiry@hkdnr.hk	.HK, .香港 (.xn--j6w193g)
RU Center	2/1, 3d Khoroshevskaya str., Moscow	Russia	info@nic.ru	.RU, .РФ (.XN--P1AI)
My.co	CL 93b 11a 84 LC 409, Bogotá, Colombia	Colombia	information@my.co	.co
BRS Media Inc	350 Townsend Street Suite 321 San Francisco CA 94107-1696	USA	https://brsmedia.com/contact/	.am
ASTURGÓ, MATEU & associats	Avinguda Carlemany 67, 5è-1a AD700 Escaldes-Engordany Principality of Andorra	Principality of Andorra	asturgomateu@asturgomateu.ad	.ad
Reg.it.ao	DNS Angola Centro de Logística de Talatona Edifício G Bairro Militar Talatona Luanda Angola	Angola	https://www.reg.it.ao/support?customer_care	.ao
JP-DOMAINS.COM (Taka Enterprise)	Taka Enterprise Ltd. Dai-san Umemura Bldg. #9033-9-3 Nishi-shinjuku Shinjuku-ku Tokyo, Japan160-0023	Japan	support@jp-domains.com	.co.jp
Web Solutions	Kemp House, 152 City Road London, EC1V 2NX	United Kingdom	support@web-solutions.eu	.bj
TAG-Domains	AGIP Building 104 Mecca Street, Um-Uthaina, Amman, Jordan P.O. Box: 921100, Amman 11192, Jordan	Jordan	info@tag-domains.com	.bn
Freenom	OpenTLD B.V Danzigerkade 23D, 1013 AP Amsterdam	Netherlands	info@freenom.com	.cf, .ga, .gq, .ml
AGIP	AGIP Building 104 Mecca Street, Um-Uthaina, Amman, Jordan	Jordan	agip@agip.com	.jo, .kw, .lb, .sy, .ye
GoDaddy.com	2155 E. GoDaddy Way Tempe, AZ 85284 USA	USA	HQ@godaddy.com	.ky
NETMASTER	Netmaster SARL, Cité Maman N'Danida, 1 rue de l'informatique, Lomé, TOGO	TOGO	https://www.netmaster.tg/contact.php	.tg
Domain.TJ	730 E Three Fountains Dr, #88, Murray, UT, 84107, USA	USA	domain.tj@gmail.com	.tj
ZAMNET	Ben Bella Rd Lusaka Zambia	Zambia	support@zamnet.zm	.zm
Webdev	207 Josiah Tongogara, cnr 9th, Avenues, Harare, Zimbabwe	Zimbabwe	https://my.webdev.co.zw/contact.php	.zw
IT-NUM	Ilot : Carrée sans borne immeuble ZINZINDOHOUE, quartier Ponsa, Bohicon Bénin	Benign	https://it-num.com/accueil.html	.bf