

WEB HOSTING SERVICE CONTRACT

Version 2023.0

The present contract (the "Contract") is entered into between the company Gandi as identified in the General Terms and Conditions of Service (hereinafter referred to as "Gandi"), and any legal or natural person, acting in its own name or in the name and on behalf of an Organization, wishing to benefit from a Platform as a Service (PaaS) (hereinafter the "Client" or "You", "Your").

PREAMBLE

The Web Hosting offer is a preconfigured hosting offer including options in order to quickly obtain a "turnkey" website in the form of a monthly or annual subscription. When subscribing to this offer, it is possible to register a domain name free of charge, from a list of eligible extensions, excluding premium domain names, automatically attached to the hosting Instance.

Article 1. Definitions

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

Anomaly: refers to a malfunction or unavailability of the Web Hosting Service.

Data: refers to the data, applications, software, websites and Content developed, deployed, executed and managed by the Client under its sole responsibility and hosted on the Facility.

Associated Documentation: refers to the documentation of the Web Hosting Service including the description of specific functions, configuration information, tutorials and other information related to the current use of the Platform, available and regularly updated on Our Website.

Hosting Package: refers to the configuration chosen by the Client when creating the instance (country, power, interpreter and database).

Billing Period: refers to the period for which the Client pays for the Service. It can be monthly or yearly.

Platform/Instance: refers to the hardware, server software, operating systems, execution environment, types of databases, and network connections defined and implemented by Gandi, allowing the latter to provide the Services that are the object of this Agreement.

Service or Services: refers to the hosting of the Client's Applications in "Platform as a Service" (PaaS) mode, the supply, management and maintenance of the Platform.

Specifications: refers to all technical characteristics and functionalities of the Platform, as described in the Associated Documentation.

Third Party: refers to any natural or legal person not party to the Agreement.

Article 2. Contractual Framework

This version of the Agreement replaces any versions You have previously accepted.

The subscription and use of the Web Hosting Service imply the acceptance and compliance, without limitation or reservation, with Gandi's General Terms and Conditions of Service, this Agreement and the technical terms and limitations detailed on Our Website (hereinafter referred to together as "Our Agreements"), as well as any agreements related to additional services subscribed.

The provisions of this Agreement shall supplement Gandi's General Terms and Conditions of Service. In the absence of any provision to the contrary in this Agreement, Gandi's General Terms and Conditions of Service will be fully and completely applicable.

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

Article 3. Purpose

This Agreement defines the terms and conditions according to which Gandi provides You with the Web Hosting Service, allowing You to host Your Data on a preconfigured, optimized, and dedicated Platform, and determines the reciprocal obligations that result from this, according to the options subscribed to.

3.1. Definition of the Service

The web hosting Service is a data hosting offer, including optional free or paid services. It is available via a monthly or yearly subscription, which the Client can choose when subscribing to the Service, and whose rates are specified on Gandi's Website.

The Service allows you to benefit from the registration of a free domain name from a selection of eligible extensions available online.

It is possible to add other services at a later date, which will modify the price of the subscription depending on the chosen options, as indicated during the order process.

3.2. Limitations of the Service

3.2.1. Limitations of the "Starter" offer

i. Gandi offers four preconfigured offers according to the characteristics chosen by the Client during the order process. The "Starter" offer is limited to the installation of only one website (Vhost).

3.2.2. Limitation of the free domain name offer

When subscribing to the Service, the Client can register a domain name free of charge, within the limits of the eligible extensions as indicated during the order. This offer is only valid at the time of the order, excluding premium domain names or domain names with special rates.

If the Client chooses to register a free domain name when subscribing to the Service, it shall accept the Domain Name Registration Contract before validating its order. The waivers in Annex 1 hereof shall prevail over the terms of the Domain Name Registration Contract.

3.3 Specific conditions for optional services

When the Client has register a domain name together with the subscription of the Service, it can benefit from services related to the domain name that can modify the cost of the subscription.

The Client has the possibility to install third party applications on its instances with one click.

The specific rules for each of these options are described in Appendix 1 of this Agreement.

Article 4. Gandi's obligation

In addition to the contractual obligations detailed in the General Terms and Conditions of Service, and subject to strict compliance with Your obligations and the technical conditions and limitations specific to the Platform, Gandi agrees to:

4.1. Make its best efforts to make the Hosting Pack available to You without undue delay following the validation of Your full payment, and to ensure continuous access to the Service, at a rate of 99.95% per month (based on a 31-day month), except unavailability cases specified in section 4.3 hereof.

Gandi will compensate You by crediting Your Gandi Prepaid Account for any unavailability of the Service below this commitment that You will have notified to Us, and that would be linked to a failure of Your Instance.

In order to ensure the continuity of the accessibility of its services, Gandi will proceed with a continuous duplication of Your hosted data. However, the implementation of this solution does not constitute a backup, and shall in no way exempt You from making regular backups of Your Content and technical settings as specified in section 5.4 hereof.

4.2. Maintain the Instance to ensure the proper functioning of the Service and, as such, intervene in the event of a problem affecting the security and/or stability of the Platform, in the event of obvious degradation or attempted degradation of the Platform.

In this respect, We shall intervene rapidly in the event of an Anomaly caused by Gandi in order to restore the Service, and insofar as possible, within six hours of Gandi's knowledge of the Anomaly.

Gandi may have to update the software components of the Platform (web server, databases, version of supported languages, etc.) in order to preserve the security and performance of Your Instances according to the state of the art. In the event that the software update would constitute a major modification that could cause a temporary unavailability of Your Instances, Gandi will inform You within a reasonable delay, and will let You trigger the update by Yourself.

We will do our utmost to minimize interruptions in the Simple Hosting Service and, as far as possible, to prior inform You within a reasonable time and specify the date, nature and duration of this intervention, so that You can take all necessary measures. However, You acknowledge that We will not be able to notify You in the event that the interruption of the Service is external to Us (in particular related to the Internet network), or is expressly requested by a competent authority or according to applicable laws.

Gandi reserves the right, in the event of absolute necessity, to interrupt all or part of the Simple Hosting Service in order to carry out a technical intervention, especially in the case of an Anomaly, or to carry out any maintenance operation.

Gandi reserves the right to isolate or delete any data hosted on the Instance that constitutes a serious threat or effective attack on the integrity of the Instance or Gandi's technical infrastructure.

4.3. Exclusion of service levels

In the event that the Service unavailability results especially from maintenance scheduled by Gandi, security updates, cases of force majeure, or any problem impacting Your Instance related to the hosted data, these interruptions shall not be taken into account in the Service availability measure. The resulting periods of unavailability will not give rise to any refund or credit.

Article 5. Your specific obligations

In addition to the obligations incumbent upon You under the General Terms and Conditions of Service, You also have to comply with the specific obligations described below when using Our Web Hosting Service.

5.1. Specific identification obligation

5.1.1. As a Content host

Depending on Your choice of location of the server on which Your Instance is hosted, You must ensure that You comply with the provisions of the applicable law, in particular concerning the mandatory identification information relating to the host.

Unless otherwise provided by law, You must ensure that any third party may, at any time, contact You as host in order to easily and directly report to You any grievance or any illegal or harmful Content that may be made available by the use of any of Our Services.

You agree to make available to third parties the contact details (surnames, first names, company name, contact address) of the persons responsible for publishing the Content hosted on Your Instance.

5.1.2. As a Content Editor

If you publish an online public communication service on a professional basis, You agree to make available to third parties the contact details (names, first names, company name, contact address) of the persons responsible for publishing the Content hosted on Your Instance.

If you publish an online public communication service on a non-professional basis, You may choose to remain anonymous, by making available to Gandi only your name, company name or business name and address. This information is covered by professional secrecy.

In all cases, You must make Gandi's contact information accessible to third parties in its capacity as host, depending on the location of the server You have chosen.

If Your Instance is hosted in France: Gandi SAS 63-65 Boulevard Masséna 75013 Paris France Tel: +3317030377661	If Your Instance is hosted in Luxembourg: Gandi International 7 rue des Mérovingiens L - 8070 Bertrange Luxembourg Tel: +35220301303
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5.2 Obligation to intervene on the Content

You undertake to upload and process through the Services only lawful Data and Content. In particular, You agree and prohibit Your users from processing via the Simple Hosting Service any Data or Content contrary to laws, regulations or rights of third parties.

You agree to act promptly upon receipt of any notice, claim or complaint from a third party relating to any Content on Your Simple Hosting Service, in accordance with applicable law, to remove or cut access to the disputed Content or to take any action necessary to satisfy the notice.

You expressly acknowledge and accept that in the event of a license to use and in particular if You host services of third parties on Your Instances, You must ensure that they promptly intervene on their Content, **it being hereby specified that any intervention on any Content is Your sole and entire responsibility.**

In the event where Gandi has to intervene in Your place, Gandi will not intervene on any particular Content, but will suspend or delete the Instance associated with the Content in question, or even Your User or Organization Account, in accordance with the terms and conditions detailed in Article 9 hereof.

You agree to facilitate the prompt resolution of any problem or dispute that may arise in connection with Your use of Our services and, where applicable, to promptly disclose the identity of any third party with a license or rights to use and/or administer the services at stake.

5.3. Obligation to ensure the security of Your Data

You must ensure the security of Your Data, Access Codes and passwords and You agree to take all necessary measures to secure access to them.

You agree to regularly check the security level of the software you install on Your Instances, and to promptly update such software if a security patch is made available by the publisher. The security of the Content, sites and applications hosted on Your Instances is Your sole and entire responsibility, apart from the updates of the Platform itself, which Gandi is in control of.

You remain responsible for the security of Your Instances when You install a Third Party application proposed by Gandi.

You acknowledge that you assume full responsibility for:

- the configuration of Your Instances in accordance with Your particular needs and objectives;
- the implementation of appropriate solutions to secure and/or restrict access to all or part of Your Instances, Content, sites or applications hosted by You.

Gandi cannot under any circumstances be held responsible for security breaches and damages resulting from a breach of Your obligations.

You agree to immediately notify Gandi of any security breach or misuse of Your Instances, of any nature whatsoever, of which You may be aware, so that We may, if necessary, coordinate Our efforts.

5.4. Data backup obligation

The backup of Your Data and technical settings is entirely Your responsibility. It is Your responsibility to take all necessary measures to ensure the regular backup and conservation of Your Content and of all Your data and settings, as well as their updates, on any medium of Your choice, outside of Gandi during the term of this Agreement.

It is hereby specified that Gandi's provision of optional backup tools cannot be interpreted as an obligation on Gandi to backup Your Content and technical settings.

5.5 Breaches of Your Obligations

Gandi reserves the right to suspend the Service in the event of a breach of Your contractual obligations, especially in the following cases:

- if You disrupt the services provided by Gandi or damage its computer system, or its resources, in particular if Your use of the Service disrupts its general functioning and/or is contrary to the technical conditions and limitations specific to each Service;
- if Your Instance is the victim of a security breach or DDoS attack that could disrupt the proper functioning of Our infrastructure;
- if You are in default of payment despite the time limit and the request for regularization by Gandi.

It is hereby specified that, notwithstanding, the suspension of the Service, the aforementioned cases may also result in the termination of the Agreement in accordance with the terms and conditions agreed in section 8.2 hereof.

Article 6. Activation of the Service and waiver of the right of withdrawal

The Agreement takes effect from the effective activation of the Service, which corresponds to the effective provision of the ordered Instance and implies the prior full payment of the first Billing Period (payment received and validated) of the ordered services and options.

The activation of the Service will be notified to You by email to the address declared associated to Your User Account.

In accordance with Our General Terms and Conditions of Service, and with the provisions of the French Consumer Code, and as soon as You are qualified as a "consumer" as defined by the French Consumer Code, You acknowledge and accept that Gandi fully executes the provision of the Service as soon as the service is activated. You declare that You understand and accept that this full execution may begin before the complete expiration of the withdrawal period that the consumer benefits from. In this context, You expressly waive the benefit of Your right of withdrawal, in accordance with Article L. 221-28, 1° of the Consumer Code.

You may terminate the Web Hosting Service at any time, according to the terms and conditions specified in Section 8 hereof.

Article 7. Billing Period—Payment Terms

The Agreement is a subscription for an indefinite term. Invoicing is done by monthly or annual billing period depending on the choice made by the Client at the time of the order, on the date indicated in his Account.

Payment for the Service is due at the time of the order, then at each new Billing Period. In the case of a subscription with a monthly billing period, the Client must provide a valid means of payment, among the means of payment proposed on the Site. This will be used for the automatic payment at the beginning of each new Billing Period.

The Client may change the duration of the Billing Period while using the Service. The new Billing Period will then be applicable at the end of the current Billing Period.

Article 8. Termination of the Agreement

The subscription to the Web Hosting Service continues until the Agreement is terminated by either Party.

8.1. Termination by the Client

The Client may terminate the Service at any time, without notice or justification, directly from its User Account. The Client continues to benefit from the Service until the effective date of termination, which corresponds to the end of the current Billing Period.

Termination of the Service before the end of the Billing Period does not entitle the Client to any refund or credit for periods of partial use.

8.2. Termination by Gandi in case of contractual breach

8.2.1. In case of non-payment before the beginning of a new Billing Period, the Contract shall be suspended for a maximum period of 29 days ("suspension period") during which it shall remain possible to make a late payment. If no payment has been made during the Suspension Period, the Contract shall be terminated by operation of law on the due date of the Suspension Period.

8.2.2. In the event of a breach of Your contractual obligations, Gandi may give You formal notice to remedy the situation. Any breach of Your contractual obligations that is not remedied within the time limit specified in Our formal notice shall be grounds for the deactivation of the Web Hosting Service, and even the termination of this Contract and its associated services, without any other formality, and without You being able to claim any compensation or reimbursement, regardless of the period of time during the Contract that this termination occurs.

8.2.3. In addition to the serious breaches defined in Our Contracts, any violation or breach of Your obligations detailed in section 5.2 hereof shall be considered as a serious breach of this Agreement. These serious breaches may lead to the termination of a subscribed Service, the deactivation or deletion of the Web Hosting Service and consequently of Your Instance and/or Your Organization and/or User Account without any formality and without prior notice.

It is hereby specified that no compensation or refund may be required from Gandi due to the termination of the Agreement.

8.3. Consequences of the termination of the Agreement

8.3.1. In case of termination at the Client's initiative

8.3.1.1 Concerning the Client's Instance

On the effective date of termination of the Service, the instance will be deleted. The data will be definitively and irremediably deleted without the possibility of recovering them. Therefore, it is the Client's responsibility to implement the necessary measures to back up and recover its data prior to the effective date of termination of the Web Hosting Service.

8.3.1.2 Concerning the associated services subscribed by the Client

If the termination occurs during the first 60 days following the subscription of the Service, all related services are automatically terminated.

If the termination occurs more than 60 days after the subscription of the Service, the termination of the Service does not automatically entail the termination of the other services attached to it, the Client then having the possibility of separating its services in order to continue to use the others independently. The terms and conditions related to the separation of services upon the termination of the Agreement are detailed in Annex 1.

8.3.2. In case of termination by Gandi

When Gandi terminates the Agreement for serious fault attributable to the Client, the Service shall be terminated immediately or on the date defined in the formal notice. The instance becomes immediately inaccessible from the Internet. In this case, all optional services associated with the Service are also suspended.

Article 9. Security audits

9.1. Services audit

(i) Scope of the authorization

Security audits of the subscribed Services are authorized only if they do not exceed the strict scope of the service concerned. As part of the Simple Hosting Service, tests are therefore authorized on the Hosted Data only.

(ii) Exclusions

Tests for FTP or SSH access, overloading of the service (in particular by denial of service, distributed or not) and any element affecting Gandi's infrastructure are expressly excluded.

(iii) Liability

The tests are under the full civil and criminal liability of the Client. If the tests should disrupt in any way the provision of services by Gandi, Gandi reserves the right to suspend the Client's concerned Services in order to avoid any impact on its other customers. Gandi shall not be held liable for this suspension and no compensation shall be due to the Customer.

iv) Exceeding the scope of consolidation

Any exceeding of the scope defined above must be subject to Gandi's prior written agreement, in accordance with the terms and conditions defined in Article 9.2 hereof. Otherwise, any security audit of the Services overflowing on Our Platform would expose the auditor to criminal sanctions under the French Criminal Code, regardless of any civil conviction for any damage suffered by Gandi.

9.2. Audit of Our Platform

Any security audit of Our Platform is strictly prohibited without the prior conclusion of a specific contract with Gandi detailing the terms and conditions of this audit.

In any event, the following conditions must be met in the event that Our Platform is included in the scope of the planned audit:

- The Client may only carry out a security audit once a year for a maximum of five days;
- You must notify Gandi by email 2 weeks minimum before the audit. The audit notification must specify the scope of the audit, the identity of the auditor, and the audit methodology;
- The audit must not disrupt Gandi's normal activity;
- The Client shall bear the costs of the audit as well as any costs incurred by Gandi as a result of the audit;
- Any discovery of a security breach must be notified to Gandi as soon as possible. The audit report, for the part concerning Our Platform, must be communicated to Gandi.

Article 10. Exclusions and limitations of Gandi's liability

In addition to the exclusions and limitations of liability provided for in Gandi's General Terms and Conditions of Service, in connection with the Service, We disclaim all liability for:

- difficulties in accessing Your Hosted Data, due to network saturation and/or due to the technical characteristics and limitations of the Internet and Internet access;
- Data and Content contrary to laws, regulations, public order or morality that You host or have hosted through Our Services;
- difficulties or malfunctions of the Services due to the Data hosted on the Instance or to the nature of the Content that You install or make available via Your Instance under Your sole and entire responsibility;
- any deterioration of the Services by You and/or due to non-compliance with the technical conditions and limitations applicable to the Platform;
- the misappropriation, total or partial destruction of the information transmitted or stored, especially as long as this information circulates via the Internet, if this destruction is the result of a fault, carelessness and/or negligence that is directly or indirectly attributable to You;
- any contamination, by virus or other computer malware, regardless of the technology used, of Your Content and/or software, such protection is Your responsibility;
- an intrusion by a third party on one or more of Your Instance(s), provided that, by express agreement, the security of Your Instances remains at Your charge;
- direct or indirect consequences related to the suspension or termination of the Simple Hosting Service resulting from a breach of Your contractual obligations.

In any event, Gandi cannot be held responsible for the maintenance of any incident or anomaly related to: (i) use of the Service that does not comply with its purpose, its documentation or this Agreement, (ii) a hardware or software failure of one or more elements of Your computer or network system, (iii) incorrect configuration of Your computer environment or workstations, (iv) Your refusal to cooperate with Gandi in resolving the Anomalies, (v) a refusal by a third-party publisher to cooperate with Gandi in resolving the Anomalies, and more generally to any voluntary act of degradation by You or a third party.

In addition, You acknowledge that Gandi is under no general obligation to monitor the Content or Applications hosted. Although, Gandi reserves the right to carry out checks, Gandi is under no obligation to actively investigate facts or circumstances that reveal illegal or harmful activities.

In any event, Gandi's liability shall not exceed the amounts already paid to Gandi for the Service provided that was effectively unavailable for the period in question.

Article 11. Warranty

You guarantee Gandi against (i) any action or claim that may arise from Your use of the Service, or the use of the Service by any Third Party through You, (ii) any action by Third Parties related to the Content installed, issued, published, transmitted, broadcast, or reproduced via Your Instances, whether this Content was put in place by You or by Third Parties, (iii) any claim or legal action based on the total or partial termination of the Web Hosting Service resulting from a breach of duty by You.

In this respect, You commit Yourself to indemnify Gandi and to take charge of the legal costs and attorney fees incurred by Gandi in the event of such an action, as well as the amount of the settlement and/or damages that Gandi may be ordered to pay.

The provisions of this section shall survive the expiration or termination of the Agreement.

Article 12. Modification of the Agreement and rates

This Agreement, including the rates for the Services, shall be subject to modification, according to the terms and conditions specified in Article 23 of the General Terms and Conditions of Service.

ANNEX 1: OPTIONAL SERVICES

When the Client subscribes to optional services at the same time as the Service, or adds them after subscription, it expressly accepts the conditions relating to these services. These contracts are fully applicable in addition to the stipulations below which could derogate from them.

1. Free domain name for an indefinite period

This option is only valid at the time of the Service subscription, in the list of eligible TLDs available on Gandi's website.

Notwithstanding sections 6 and 8 of the Domain Name Registration Agreement, as well as section 3 of its Annex 1, the renewal of the domain name registered at the time of the Service subscription is automatically carried out by Gandi, free of charge, before its expiration date, for one year. The renewal of the domain name does not require the intervention of the Client.

In the event of the termination of the Web Hosting Service Contract, regardless of the cause or originator, before the expiration of a period of sixty days from the subscription, the conditions of Section 8.3 shall apply with regards to the hosting service. The domain name will be placed under "HOLD" and "RenewProhibited" status, preventing any use or renewal of the domain name.

In the event of a termination more than 60 days after the subscription of the Web Hosting Service Agreement, only the Web Hosting Service is terminated. The linked domain remains active until its expiration date in the registry. All terms and conditions of the Domain Name Registration Contract become fully applicable to the domain name.

2. Mail Service and Premium DNS

If the Client wishes to benefit from these optional services, it must accept the related contracts at the time of ordering said services. The amount of the chosen service shall be added to the Web Hosting Service fee for the concerned Billing Period.

In accordance with Article 8.3.1.2 of this Agreement, when the Client terminates the Service after the 60-day period following the Contract subscription, the Client may keep the additional services with the domain name, which then become accessory as specified in the related service contracts.

3. Third-party applications

Gandi offers the Client the possibility of installing third-party solutions on its Instance in one click, in order to facilitate these installations. The Client is bound by the terms of use of the publishers of these solutions.

The installation and the use of these solutions are under the only responsibility of the Client. It is the responsibility of the Client to keep the solution up to date and to ensure its security in accordance with Article 5.3 of the Agreement.